

JULY 23, 2025

TETON COUNTY NOTICES Teton County Board of Commissioners

• MEETING NOTICES •

Teton County Board of Commissioners
Voucher Meeting Notice
200 S. Willow, Jackson, Wyoming
Monday, July 28, 2025, 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: 07/23/25

• 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 June 23, 2025 in the Commissioners Chambers located at 200 S. Willow in Jackson, Wyoming. The meeting was called to order at 9:03 a.m.
County Commission: Mark Newcomb, Chair, Wes Gardner, Vice-Chair, Luther Propst, and Len Carlman were present. Natalia Macker was absent.

ADOPT AGENDA

A motion was made by Commissioner Carlman and seconded by Commissioner Gardner to adopt the agenda for the voucher meeting of the Board of County Commissioners on Monday, June 23, 2025 as presented. Chair Newcomb called for a vote. The vote showed all in favor and the motion carried 4-0.

PUBLIC COMMENT

Public comment was given by Katherine Dowson regarding pathways.

ACTION ITEMS

1. Consideration of Payment of County Vouchers

A motion was made by Commissioner Propst and seconded by Commissioner Carlman to approve the June 23, 2025 county voucher run in the amount of \$887,318.99. Chair Newcomb called for a vote. The vote showed all in favor and the motion carried 4-0.

2. Consent Agenda for Administrative Items – none.

3. Consideration of Proposed Outgoing Commissioner Correspondence

a. Comments on Wyoming-22 Level 1 and Level 2 pre-NEPA Screening
Charlotte Frei, Transportation Manager, and Keith Gingery, Chief Deputy County Attorney, answered questions from the Board.

The Board held discussion.

Charlotte Frei answered questions from the Board.

The Board continued discussion.

Amy Ramage, County Engineer, gave comment.

The edited letter will be presented at the June 30, 2025 BCC Voucher Meeting.

Chair Newcomb exited at 10:37 a.m.

4. Budget Hearing for Public Comment

Maureen Murphy, County Clerk, provided the final budget hearing updates.

There was no public comment.

Clerk Murphy answered questions from the Board.

The Board held discussion.

Heather Overholser and Clerk Murphy gave comment and answered questions from the Board.

Clerk Murphy will update the budget resolution in preparation for the budget adoption on June 24, 2025.

3. Consideration of Proposed Outgoing Commissioner Correspondence (continued):

a. Thank You – Outgoing Volunteer Board Members

A motion was made by Commissioner Carlman and seconded by Commissioner Propst to approve the sending of outgoing volunteer board member thank you notes to our good board members who have been identified in the drafts. Vice-Chair Gardner called for a vote. The vote showed all in favor and the motion carried 3-0, with Chair Newcomb absent.

DISCUSSION ITEMS

1. Known Matters for Discussion – none.

2. Other Matters for Discussion – none.

MATTERS FROM COMMISSIONERS

1. Calendar review - The Board reviewed their weekly calendar.

The meeting recessed at 10:46 a.m. and reconvened at 10:58 a.m.

EXECUTIVE SESSION – SECURITY – Pursuant to Wyoming Statute §16-4-405(a)

A motion was made by Commissioner Carlman and seconded by Commissioner Propst to enter Executive Session pursuant to Wyoming Statute §16-4-405(a)(i). Vice-Chair Gardner called for a vote. The vote showed all in favor and the motion carried 3-0.

The meeting entered Executive Session at 10:58 a.m.

Commissioners present: Wes Gardner, Luther Propst, and Len Carlman.

Others: Richard Stout, County and Prosecuting Attorney, Sheriff Matt Carr, Maureen Murphy, County Clerk, Jodie Pond, Commissioners Administrator, and Rose Robertson, Deputy

Clerk.

A motion was made by Commissioner Propst and seconded by Commissioner Carlman to exit the Executive Session. Vice-Chair Gardner called for a vote. The vote showed all in favor and the motion carried 3-0.

The meeting exited Executive Session at 11:18 a.m.

SPECIAL EVENTS PERMITS – Applications Pending (for informational purposes, no action taken)

• Concerts on the Commons – July 3, 4, 6, 13, 20, 27 & August 3, 10, 17, 2025; Teton Village Association; Teton Village commons. Free concert series. Number of attendees – 500.

• Soiree at the Springs – July 22, 2025; Astoria Park Conservancy. This is Astoria's 4th Annual Fundraiser and is a ticketed event providing dinner, drinks, music and a short presentation. Number of attendees – 130.

• Grand Targhee Bluegrass Festival – August 8 – 10, 2025; Grand Targhee Resort. 3 days of Bluegrass music at Grand Targhee Resort. Number of attendees – 7,000.

• 48th Annual Hoback FF Picnic – August 16th, 2025; Hoback Volunteer FF Association; 7675 S Hwy 89 – Hay Field. Community Picnic and Hoback Volunteer FF Association Fundraiser. Number of attendees – 900.

ADJOURN

A motion was made by Commissioner Propst and seconded by Commissioner Carlman to adjourn. Vice-Chair Gardner called for a vote. The vote showed all in favor and the motion carried 3-0. The meeting adjourned at 11:18 a.m.

Respectfully submitted: rlr

TETON COUNTY BOARD OF COMMISSIONERS

/s/ Mark Newcomb, Chair

ATTEST: /s/ Maureen E. Murphy, County Clerk

TETON COUNTY CLERK'S OFFICE

06-23-2025 WARRANTS

ALARMLOGIX LLC 262.50 / ALLEGIANCE BENEFIT PLAN MANAGEMENT 129,888.94 ALPHAGRAPHICS 104.00 / AMAZON CAPITAL SERVICES, INC. 985.54 ASPEN AUTOMOTIVE/NAPA 95.44 / ASCENTIS CORPORATION 21,861.78 ASPEN PINES WATER & SEWER DISTRICT 116.95 / AUTO SERVICE ELEVATED 1,827.42 AXIS FORENSIC TOXICOLOGY INC. 950.00 / BATH CHAPS 689.00 BOUND TREE MEDICAL, LCC 353.90 / TETON DIGITAL MEDIA LLC 695.00 CARDINAL HEALTH 110, INC. 563.46 / CENTURYLINK 126.56 / CENTURYLINK 81.05 CHEM-SEARCHFE 386.86 / CONVERGEONE INC. 13,244.26 / DATASOURCE INC 99.60 DBR, INC. 883.39 / D & C STEARNS LLC 64,428.00 DEPARTMENT OF FAMILY SERVICES 230.00 / DEX IMAGING 1,365.98 / DWELLING 102.00 E.R. OFFICE EXPRESS INC. 1,206.40 / FIRED UP RESCUE 1,475.00 FRIENDS OF PATHWAYS 10,000.00 / GALLS, LLC 838.20 / GRAVITY GRAPHICS 574.37 HARMONY DESIGN, INC. 5,798.37 / HUNT CONSTRUCTION INC. 6,250.00 IVY OUTDOOR SERVICES LLC 2,507.00 / JACKSON CURBSIDE, INC 4,965.00 JHALA FRENCH 377.44 / KELLY LANDOWSKI 30.75 / KENNON C.TUBBS, MD LLC 32,750.00 LILY PAD CREATIVE 4,815.50 / LIBERTY TIRE SERVICES LLC 6,161.00 LOOKING GLASS MEDIA LLC 2,509.00 / LOWER VALLEY ENERGY 2,127.44 MASTERCRAFT POOL & SPA 1,663.80 / MERCK SHARP & DOHME LLC 4,760.35 MEYRING & ASSOCIATES INC. 363.72 / MUTT MITT 728.88 NINETY-EIGHT ELECTRIC, INC. 687.50 / NORAS LLC 32,670.00 / NORCO, INC. 26.66 ONE22 COMMUNITY RESOURCE CENTER 54,240.00 / ON SIGHT LAND SURVEYORS, INC 300.00 ONSOLVE LLC 9,572.11 / HAL JOHNSON JR-PROFESSIONAL EXPRESS 342.00 QUADIENT FINANCE USA INC 5,030.20 / RADAR SHOP 2,275.00 RED'S AUTO GLASS INC 475.71 / RIVER MANAGEMENT SOCIETY 75.00 RON'S TOWING LLC 250.00 / SARA BUDGE 1,400.00 / SENIOR CENTER OF JH 53,801.00 SHANE FLUD 52.50 / SHERRY MALLEN 52.50 / ST JOHN'S MEDICAL CENTER 4,678.03 ST JOHN'S HEALTH 489.20 / STEVE WURM 1,415.48 / SUBURBAN PROPANE 18.45 SWEET-WATER COUNTY SHERIFF'S OFFICE 390.00 / TETON CO. PARKS & REC. DEPT. 182.00 TETON COUNTY PARKS & RECREATION 270.00 / TETON COUNTY TREASURER 101,115.39 TETON COUNTY TREASURER 48,300.00 / TETON COUNTY TREASURER 9,522.50 TETON COUNTY TREASURER 2,198.17 / TETON MOTORS 983.37 TETON MEDIA WORKS, INC. 3,722.50 / TETON YOUTH & FAMILY SERVICES 56,251.00 TLC ELECTRIC INC. 5,000.00 / TOWN OF JACKSON 5,400.07 / TOWN OF JACKSON 597.61 TOWN OF JACKSON 36,545.46 / TOWN OF JACKSON 13,981.00 TOWN OF JACKSON 12,184.87 / TOWN OF JACKSON 3,244.34 / TOWN OF JACKSON 16.01 TOWN OF JACKSON 6,615.11 / TRANSMERICA EMPLOYEE BENEFITS 1,374.34 TURN STONE RESEARCH 4,183.00 / VALLEY FIRE SERVICES 1,063.61 WEST COAST CODE CONSULTANTS INC 75,327.80 / WILSON HARDWARE 100.92 WYOMING FIRST AID & SAFETY SUPPLY 829.73 / WYOMING TITLE & ESCROW INC. 500.00 YELLOW IRON EXCAVATING LLC 320.00

Publish: 07/23/25

OFFICIAL SUMMARY PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS, TETON COUNTY, WYOMING

The Teton County Board of Commissioners met in special meeting on June 24, 2025 in the Commissioners Chambers located at 200 S. Willow in Jackson, Wyoming. The meeting was called to order at 9:00 a.m.

Commission present: Wes Gardner, Vice-Chair, Luther Propst, and Len Carlman were present. Mark Newcomb and Natalia Macker were absent.

ACTION ITEMS

A. Fiscal Year 2025/2026 Budget Adoption

Maureen Murphy, County Clerk, presented to the Board for consideration of approval the resolution for adoption for the FY2026 Budget.

The Board directed staff to create a report with a summary of FY2026 budget cuts prior to any mill levy decision in August 2025.

Clerk Murphy answered questions from the Board.

A motion was made by Commissioner Carlman and seconded by Commissioner Propst to approve the Fiscal Year 2025/2026 Budget Resolution pursuant to the hearing held on June 23, 2025 and the discussed changes to the draft. Vice-Chair Gardner called for a vote. The vote showed all in favor and the motion carried 3-0.

The Board expressed appreciation to staff for their work during the FY26 budget process.

ADJOURN

A motion was made by Commissioner Propst and seconded by Commissioner Carlman to adjourn. Vice-Chair Gardner called for a vote. The vote showed all in favor and the motion carried 3-0. The meeting adjourned at 9:07 a.m.

Respectfully submitted: rlr

TETON COUNTY BOARD OF COMMISSIONERS

/s/ Mark Newcomb, Chair

ATTEST: /s/ Maureen E. Murphy, County Clerk

Publish: 07/23/25

OFFICIAL SUMMARY PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS, TETON COUNTY, WYOMING

The Teton County Board of Commissioners met in regular meeting on June 30, 2025 in the Commissioners Chambers located at 200 S. Willow in Jackson, Wyoming. The meeting was called to order at 9:03 a.m.

County Commission: Mark Newcomb, Chair, Wes Gardner, Vice-Chair, Natalia Macker, Luther Propst, and Len Carlman were present.

ADOPT AGENDA

A motion was made by Commissioner Carlman and seconded by Commissioner Macker to adopt the Monday, June 30th, 2025 agenda for Teton County Commissioners Voucher Meeting. Chair Newcomb called for a vote. The vote showed all in favor and the motion carried.

PUBLIC COMMENT

Public comment was given by Mary Martin, UW Extension Coordinator for Teton County. Ms. Martin introduced Rachel Stucke, the new 4-H Educator. Rachel Stucke spoke regarding her background and excitement about helping the 4-H kids of the community.

James Musclow, resident of Hi-Country subdivision, spoke regarding access off of Montana Road to the Presbyterian Church Housing Development.

ACTION ITEMS

1. Consideration of Payment of County Vouchers

A motion was made by Commissioner Propst and seconded by Commissioner Macker to approve the June 30, 2025 county voucher run in the amount of \$1,475,949.89. Chair Newcomb called for a vote. The vote showed all in favor and the motion carried.

2. Consent Agenda for Administrative Items

a. 24-Hour Liquor Permits

i. JH Chamber of Commerce and The Liquor Store - Jackson Hole Marathon - September 27, 2025

ii. Jackson Hole Winery - Concert on the Commons - July 3 and 4, 2025

A motion was made by Commissioner Macker and seconded by Commissioner Carlman to approve the 24-Hour Liquor Permits for JH Chamber of Commerce and The Liquor Store for September 27, 2025, and Jackson Hole Winery for July 3rd and 4th, 2025 as presented. Chair Newcomb called for a vote. The vote showed all in favor and the motion carried.

3. Consideration of Proposed Outgoing Commissioner Correspondence

a. Comments on Wyoming-22 Level 1 and Level 2 pre-NEPA Screening
Amy Ramage, County Engineer, provided a summary of the process of the pre-NEPA screening and answered questions from the Board.

Public comment was given in person by Patrick Dominick, Wayne Turner, Robert Frodeman, Rich Bloom, Christine Watkins, Alissa Ehrenkranz, Geoff Gottlieb, Pamela Winters, Leslie Petersen, and Whitney Caskey, and via Zoom by Katherine Dowson and Jenny Fitzgerald.

The meeting recessed at 10:09 a.m. and reconvened at 10:16 a.m.

4. Consideration of FY25 End of Year Budget Amendment

Maureen Murphy, County Clerk, presented to the Board for consideration of approval the FY25 End of Year Budget Amendment.

There was no public comment.

A motion was made by Commissioner Carlman and seconded by Commissioner Macker to adopt the proposed end-of-year budget amendment for FY25 as noticed on the Teton County Website as presented today. Chair Newcomb called for a vote. The vote showed all in favor and the motion carried.

WORKSHOP

1. Discussion regarding access off of Montana Road to the Presbyterian Church Housing Development
Steve O'Hare, Project Manager, presented a workshop regarding access off Montana Road to the Presbyterian Church Housing Development and answered questions from the Board.

• Public Notices •

Dave Gustafson, Road and Levee Manager, answered questions from the Board.

The Board gave comment.

Dave Gustafson and Steve O'Hare answered questions from the Board.

Amy Ramage gave comment.

The Board gave comment.

Charlotte Frei, Transportation Manager, gave comment.

The Board gave comment.

The Board directed staff to proceed as suggested during the workshop, specifically with providing an easement across County Lands for the Presbyterian Church to access their new housing development from Montana Road; and then to proceed with the process for declaring Montana Road as a county road. Once Montana Road is declared a county road, then the easement would terminate and a driveway permit off of Montana Road would be granted.

The Board gave comment.

ACTION ITEMS (continued):

3. Consideration of Proposed Outgoing Commissioner Correspondence

a. Comments on Wyoming-22 Level 1 and Level 2 pre-NEPA Screening (continued):

The Board discussed edits to the letter.

Amy Ramage, County Engineer, answered questions from the Board.

The updated draft letter will be presented at the July 1, 2025 BCC Regular Meeting.

MATTERS FROM COMMISSIONERS

1. North Intersection of Hwy 89/189 and South Park Loop Road

Charlotte Frei, Transportation Manager, answered questions from the Board.

2. Budget – Law Enforcement Retirement Increase

Maureen Murphy, County Clerk, gave comment regarding proposed increases in the Law Enforcement Retirement, and answered questions from the Board.

The Board gave comment.

3. Calendar review - The Board gave comment.

The Board discussed their availability for Board of Equalization Hearings in August.

DISCUSSION ITEMS

1. Known Matters for Discussion

A. Identify Consent Agenda

The agenda for July 1, 2025 was reviewed and items for the potential consent agenda were identified.

B. Quarterly Update

i. Library

Kip Roberson, Library Director, provided an update by email to the Board prior to the meeting. He and Lisa McGee, outgoing Chair of the Teton County Library Board, were available for questions earlier in the meeting, but exited prior to the workshop.

C. Monthly Department Updates – will be given at the July 7, 2025 BCC Voucher Meeting.

D. Other Matters for Discussion – none.

EXECUTIVE SESSION – PERSONNEL – Pursuant to Wyoming Statute §16-4-405(a)

A motion was made by Commissioner Macker and seconded by Commissioner Carlman to enter Executive Session pursuant to Wyoming Statute §16-4-405(a)(ix) to discuss a personnel issue. Chair Newcomb called for a vote. The vote showed all in favor and the motion carried.

The meeting entered Executive Session at 11:20 a.m.

Commissioners present: Mark Newcomb, Wes Gardner Natalia Macker, Luther Propst, and Len Carlman.

Others: Richard Stout, County and Prosecuting Attorney, Maureen Murphy, County Clerk, Jodie Pond, Commissioners Administrator, Justin Kaiser, Human Resources Director, and Rose Robertson, Deputy Clerk.

A motion was made by Commissioner Macker and seconded by Commissioner Carlman to exit the Executive Session. Chair Newcomb called for a vote. The vote showed all in favor and the motion carried.

The meeting exited Executive Session at 11:28 a.m.

SPECIAL EVENTS PERMITS – Applications Pending (for informational purposes, no action taken)

- Concerts on the Commons – July 3, 4, 6, 13, 20, 27 & August 3, 10, 17, 2025; Teton Village Association; Teton Village commons. Free concert series. Number of attendees – 500.

- Soiree at the Springs – July 22, 2025; Astoria Park Conservancy. This is Astoria's 4th Annual Fundraiser and is a ticketed event providing dinner, drinks, music and a short presentation. Number of attendees – 130.

- Grand Targhee Bluegrass Festival – August 8 – 10, 2025; Grand Targhee Resort. 3 days of Bluegrass music at Grand Targhee Resort. Number of attendees – 7,000.

- 48th Annual Hoback FF Picnic – August 16th, 2025; Hoback Volunteer FF Association; 7675 S Hwy 89 – Hay Field. Community Picnic and Hoback Volunteer FF Association Fundraiser. Number of attendees – 900.

ADJOURN

A motion was made by Commissioner Propst and seconded by Commissioner Gardner to adjourn. Chair Newcomb called for a vote. The vote showed all in favor and the motion carried. The meeting adjourned at 11:28 a.m.

Respectfully submitted: rlr

TETON COUNTY BOARD OF COMMISSIONERS

/s/ Mark Newcomb, Chair

ATTEST: /s/ Maureen E. Murphy, County Clerk

TETON COUNTY CLERK'S OFFICE

06-30-2025 WARRANTS

ACE HARDWARE 179.18 / ACM WYOMING LLC 10,000.00
AGILITY RECOVERY SOLUTIONS INC 781.00 / ALPHA-
GRAPHICS 7,784.59 AMAZON CAPITAL SERVICES,
INC. 4,113.62 / AMERICAN PUMP & DRILLING 612.50
AMY RENOVA 1,283.95 / ANDA INC 304.74 / ARNOLD
MACH CO 17,040.00 A.R. NELSON 614.03 / ASPEN SMITH
1,190.00 / AT&T MOBILITY 3,926.43 AVFUEL CORPO-
RATION 2,542.43 / BEACON ATHLETICS 33.04 BOUND
TREE MEDICAL, LCC 2,286.34 / BRIAN CARR 314.23
TETON DIGITAL MEDIA LLC 2,457.00 / CATOR, RUMA
& ASSOCIATES 2,825.00 CDW GOVERNMENT, INC.
9,823.32 / CENTER FOR ADVANCED PERPAREDNESS
500.00 CENTURYLINK 611.99 / CENTURYLINK 2,603.33
/ CHELSEY PETERS 105.00 CHARLOTTE FREI 1,161.39 /
CHAPA STRIPES OF IDAHO 4,300.00 CLARKS' BROAD-
WAY AUTO PARTS, LLC 208.55 / CORRNICE ARCHITECT-
TURE, LLC 18,325.01 COMMUNITY CENTER FOR THE
ARTS 1,000.00 / COMPUNET INC 24,646.16 COLE- PARM-

ER 709.10 / DAVE GUSTAFSON 26.25 / DBR, INC. 551.10
DEWBERRY ENGINEERS INC 1,453.50 / DELL MARKET-
ING L.P. 6,233.02 DEAN'S PEST CONTROL LLC 2,035.00 /
EKATERINA KIRILLOVA 393.77 ELECTION SYSTEMS &
SOFTWARE 684.45 / ERIKSEN-MEIER CONSULTING LLC
3,525.30 E.R. OFFICE EXPRESS INC. 868.67 / EZEKIEL
CARPENTER 600.00 FALL RIEVR RURAL ELECTRIC
85.01 / FIRED UP RESCUE 1,187.07 FLAT CREEK SADDLE
SHOP 11,555.00 / FRANCES WACHS 60.21 / GATE ACCESS
545.06 GRAINGER 409.60 / GREASEBUSTERS OF WYO-
MING 250.00 HOME DEPOT CREDIT SERVICES 721.96 /
HISTORY JACKSON HOLE 425.00 TIMOTHY I HOFLAND
450.00 / HOBACK LAW LLC 1,032.50 HUNT CONSTRUC-
TION, INC. 27,165.34 / IDAHO COMMUNICATIONS 7,032.17
IDEXX DISTRIBUTION INC. 1,406.05 / IML SECURITY
SUPPLY 771.31 ISLA ROSE CREATIVE 600.00 / JAMES
L. RADDA 640.00 / JENNY BARBERA 364.00 JESSICA
GILL 150.00 / JH20 WATER LLC 45.00 / JH CHAMBERS
OF COMMERCE 2,000.00 JACKSON HOLE ECOTOUR
ADVENTURES 2,346.00 / JACKSON HOLE FORD 155.93
JACKSON HOLE RADIO 1,260.00 / JORGENSEN ASSO-
CIATES PC 28,564.19 JOHN MUELLER 200.00 / JUSTIN
KAISER 52.50 / KEARSLEY TREES INC 10,748.00 KRISTI
MALONE 216.44 / LASER XPRESS 599.98 / L.N. CURTIS &
SONS 14,072.60 LUTHER PROPST 537.60 / LUM STUDIO
8,363.75 / MEAD & HUNT, INC 17,825.00 MISS RODEO
WYOMING ASSOCIATION 300.00 / MEYRING & ASSOCI-
ATES INC. 860.20 MOTOROLA SOLUTIONS CREDIT CO.
300,000.00 / MOTOROLA SOLUTIONS, INC. 222,044.50
NATIONAL ASSOC OF COURT MANAGEMENT 600.00
NATIONAL RECREATION AND PARK ASSOC. 900.00 /
NMS LABS 169.00 NORDIC PULSE INC 280.00 / OPEN
CREATIVE & CO 1,200.00 / QUADIANT INC 133.95 REN-
DEZVOUS RIVER SPORTS 864.00 / RESOURCE RECY-
CLING SYSTEMS INC 4,825.00 RECREATION SUPPLY
COMPANY 7,279.03 / REVOLUTION SYSTEMS LLC
19,425.00 SEAWESTERN 347,111.12 / SMITHS CUSTOMER
CHARGES 904.46 SNAKE RIVER MEP COMPLETE INC
19,099.36 SOUTH PARK NURSERY AND LANDSCAPING
550.00 / SOSYSTEMS INC 38,375.01 SPRING BACK UTAH
5,934.00 / ST.JOHN'S HOSPITAL 4,000.00 / STEVE WURM
160.32 ELIOR INC. 7,829.08 / TETON COUNTY CLERK
87.00 / TETON COUNTY CLERK 12.00 TETON COUNTY
CLERK'S OFFICE 18.00 / TCSAR FOUNDATION 90.02
TETON COUNTY TREASURER 84,715.53 / TETON COUN-
TY TREASURER 500.00 TETON MOTORS 561.00 / CHRIS
HALL 4,050.00 / TETON MEDIA WORKS, INC. 3,519.30 THE
DOOR MAN 649.00 / THYSEN-KRUPP ELEVATOR CORP.
2,688.25 THE MASTERS TOUCH LLC 599.75 / TLC ELEC-
TRIC INC. 7,000.00 TORIN BJORKLUND 52.50 / TOWN OF
JACKSON 3,480.56 / TOWN OF JACKSON 866.67 TOWN
OF JACKSON 1,167.84 / TRACY PODUSKA 200.00 / TRAVIS
WEBB 1,165.00 US SPECIALTY COATINGS 861.78 / VISA
13,728.15 / VWR INTERNATIONAL LLC 200.43 WENDY
MARTIN 121.61 / WEMBER INC 44,534.30 / WEST BANK
SANITATION 34,265.12 WIMACTEL INC 115.50 / WILDER-
NESS & MOUNTAIN MEDICINE PC 260.00 WILLIAM R.
SMITH M.D. 1,300.00 / WYOMING RETIREMENT SYSTEM
18.75 WYOMING RETIREMENT SYSTEM 787.50 / YOST
BUSINESS SYSTEMS 5,000.00

Publish: 07/23/25

OFFICIAL SUMMARY PROCEEDINGS

OF THE BOARD OF COUNTY COMMISSIONERS, TETON
COUNTY, WYOMING

The Teton County Board of Commissioners met in regular meeting on July 1, 2025 in the Commissioners Chambers located at 200 S. Willow in Jackson, Wyoming. The meeting was called to order at 9:01 a.m. and the Pledge of Allegiance was recited.

ROLL CALL

County Commission: Mark Newcomb, Chair, Wes Gardner, Vice-Chair, Natalia Macker, Luther Propst, and Len Carlman were present.

ADOPTION OF AGENDA

A motion was made by Commissioner Macker and seconded by Commissioner Carlman to adopt today's agenda with the addition of Item 15. Outgoing Correspondence to WYDOT and 16. Appointment of a Special Prosecutor. Chair Newcomb called for a vote. The vote showed all in favor and the motion carried.

MINUTES

A motion was made by Commissioner Macker and seconded by Commissioner Carlman to approve the minutes for the meetings dated June 9, June 10, June 16, and June 17 of 2025. Chair Newcomb called for a vote. The vote showed all in favor and the motion carried.

CONSENT AGENDA

A motion was made by Commissioner Macker and seconded by Commissioner Carlman to place the following Matters from Staff on a Consent Agenda:

MATTERS FROM COMMISSION AND STAFF

3. Consideration of 2025-2027 Jackson, WY Area Winter Sand Project

4. Consideration of 2025-2027 Alta, WY Area Winter Sand Project

7. Consideration of Agreement with CivicPlus for Municode Online Land Development Regulations

9. Consideration of Resolution Approving the Renaming of County Road 22-14 from Batch Plant County Road to Rescue Way County Road

10. Consideration of Vacation of CCRs of the Hog Island Business Park

13. Consideration of Amendment #2 to the Resolution for Hoback Junction Water and Sewer District Infrastructure Construction Funding

14. Consideration of DUI Enforcement Grant

Chair Newcomb called for a vote. The vote showed all in favor and the motion carried.

A motion was made by Commissioner Macker and seconded by Commissioner Carlman to approve the items on the Consent Agenda with the motions as stated in their respective staff report. Chair Newcomb called for a vote. The vote showed all in favor and the motion carried.

MATTERS FROM COMMISSION AND STAFF:

3. Consideration of 2025-2027 Jackson, WY Area Winter Sand Project

To approve the 2025-2027 Jackson, WY Area Winter Sand Project contract to Evans Construction Company in the amount of \$247,237.00.

4. Consideration of 2025-2027 Alta, WY Area Winter Sand

Project

To approve the 2025-2027 Alta, WY Area Winter Sand Project contract to Action Excavation, LLC in the amount of \$126,144.00.

7. Consideration of Agreement with CivicPlus for Municode Online Land Development Regulations

To approve the Sole Source Consultant Agreement between Teton County and Civic Plus for publishing and hosting the Teton County Land Development Regulations in an amount of \$16,750.00 for the first year and an annual price of \$4,550.00 per year for the next two years.

9. Consideration of Resolution Approving the Renaming of County Road 22-14 from Batch Plant County Road to Rescue Way County Road

To approve the Resolution Renaming County Road 22-14 from Batch Plant County Road to Rescue Way County Road.

10. Consideration of Vacation of CCRs of the Hog Island Business Park

To approve the Resolution vacating the CCRs of the Hog Island Business Park.

13. Consideration of Amendment #2 to the Resolution for Hoback Junction Water and Sewer District Infrastructure Construction Funding

To approve Amendment #2 to the Resolution #024047, authorizing the use of up to \$600,000.00 of the previously committed \$3M by Teton County, to be utilized by the Hoback Junction Water and Sewer District for design, easement acquisition, legal fees, and other associated costs; and further move to approve the Funding Agreement between Teton County and the Hoback Junction Water and Sewer District.

14. Consideration of DUI Enforcement Grant

To approve the resolution authorizing acceptance of the FY2025 GHSA DUI Equipment Grant in the amount of \$21,000.00 and designating Deputy Erik Elizondo as the county's representative for grant execution and administration.

DIRECT CORRESPONDENCE

1. Julien Hass 6/11/2025 email regarding Update on START Board Appointment

2. Julie Calder 6/11/2025 email regarding Jackson Hole Travel and Tourism Board

3. M. Andrews 6/11/2025 email regarding \$4.5 million deficit

4. Maya Frodeman 6/11/2025 email regarding Highway 390 traffic

5. Office of the State Public Defender 6/13/2025 letter regarding Hiring of Part-Time Public Defenders Notice

6. Gary Kofinas, Teton Backcountry Alliance 6/13/2025 email regarding Grand Targhee DEIS letter/ Avy mitigation in South Bowl

7. Jared Baecker, Greater Yellowstone Coalition 6/13/2025 email regarding Request for formal opposition to Senate Energy & Natural Resources Committee language on the Mandatory Disposal of Public Lands

8. Chi Melville 6/14/2025 email regarding Grand Targhee DEIS Comment Deadline

9. Marcy Perry 6/15/2025 email regarding Moose killed moose wilson road. Lots

10. Geordie Gillett, President & General Manager, Grand Targhee Resort 6/15/2025 email regarding Grand Targhee comment letter

11. Sue Muncaster, Victor City Council 6/16/2025 email regarding Victor's Position on GTR DEIS

12. Chi Melville 6/16/2025 email regarding Teton County's DEIS Operating Agency Comment Letter

13. Kelly Okelly 6/24/2025 email regarding Spaniards packing water guns blame impact of mass tourism for housing crunch | Jackson Hole Daily | jhnewsandguide.com

14. Anne Callison 6/16/2025 email regarding Transit and Parking at Grand Targhee

15. Margie Lynch 6/16/2025 email regarding Building code revisions

16. Linda Williams 6/6/2025 email regarding kudos to Dan and Casey!!!

17. Jared Baecker, Greater Yellowstone Coalition 6/17/2025 email regarding 20250617 Consideration of a Letter to WY Delegation regarding Public Land Sales

18. Karen Rimmer, Converse County Clerk 6/18/2025 email regarding WACO Panel Discussion, Sept. 23, 2025

19. Mike Geraci, JH Destination Alliance 6/24/2025 email regarding Full JHDA Response on JHTTB DMMO RFP for County Record

20. Leslie Petersen 6/18/2025 email regarding excellent work on Grand Targhee

21. Unknown via Len Carlman 6/19/2025 letter regarding BCC Fiduciary Obligation

22. Chi Melville 6/20/2025 email regarding My GTR DEIS Comment Letter

23. Molly Robertson-Goodrich 6/21/2025 email regarding Proposed Grand Targhee Expansion and the 2025 Environmental Impact Statement Public Comment

24. Christine Watkins, Indian Springs Ranch HOA 6/22/2025 email regarding Public Comment Today

25. Brayden Connour, Wyoming Energy Authority 6/23/2025 email regarding Wyoming Energy Authority - Energy Discussion

26. Kathy Tompkins 6/23/2025 email regarding High School Road and request for replies

27. Carol Peck 6/24/2025 email regarding south park road and path comments

PUBLIC COMMENT

There was no public comment.

MATTERS FROM COMMISSION AND STAFF

1. Consideration of the WYDOT Acceptance Certificate for Swinging Bridge Project Completion

Amy Ramage, County Engineer, presented to the Board for consideration of approval the WYDOT Acceptance Certificate for Swinging Bridge project completion.

Amy Ramage answered questions from the Board.

There was no public comment.

A motion was made by Commissioner Propst and seconded by Commissioner Macker to approve the WYDOT Acceptance Certificate for the Swinging Bridge project. Chair Newcomb called for a vote. The vote showed all in favor and the motion carried.

2. Consideration of the Teton County Chip Seal Project

Dave Gustafson, Road & Levee Manager, presented to the Board for consideration of approval the contract for the Teton County Chip Seal Project.

Dave Gustafson answered questions from the Board.

There was no public comment.

A motion was made by Commissioner Carlman and seconded

• Public Notices •

by Commissioner Propst to approve the Teton County Road Chip Seal Project contract to CKC Operations, LLC in the amount of \$550,417.14. Chair Newcomb called for a vote. The vote showed all in favor and the motion carried.

5. Consideration of FY2026 Fees for ISWR - Public Hearing
Becky Kiefer, Superintendent of the Integrated Solid Waste & Recycling Division, presented to the Board for consideration of approval the adoption of fees for the Teton County Transfer Station, Recycling Center, and Household Hazardous Waste Facilities for FY2026 (July 1, 2025-June 30, 2026).

Becky Kiefer answered questions from the Board.

There was no public comment.

A motion was made by Commissioner Macker and seconded by Commissioner Carlman to approve the Resolution for the Adoption of the FY2026 Fees for the Teton County Trash Transfer Station, Recycling Center, and Household Hazardous Waste program. Chair Newcomb called for a vote. The vote showed all in favor and the motion carried.

6. Consideration of Legacy Lodge Deed Restrictions for Workforce Rental Housing

Kristi Malone, Housing Supply Specialist, presented to the Board for consideration of approval a series of Workforce Rental Deed Restrictions for 57 residential units resulting from a change of use in the existing Legacy Lodge building at 3000 W Big Trail Drive.

Kristi Malone answered questions from the Board.

Keith Gingery, Chief Deputy County Attorney, gave comment. Comment was given by Jill Arnold of Fodor Law Office on behalf of the applicant.

There was no public comment.

A motion was made by Commissioner Propst and seconded by Commissioner Macker to approve the Legacy Lodge Restrictions, as presented, and authorize the Chair to sign the Restrictions. Chair Newcomb called for a vote. The vote showed all in favor and the motion carried.

8. Consideration of Sewer Survey of Teton County Justice Center

Josiah Nash, Facilities and Maintenance Manager, presented to the Board for consideration of approval the contract approval with Jorgensen Associates for sewer survey work at the Teton County Justice Center.

Josiah Nash answered questions from the Board.

There was no public comment.

A motion was made by Commissioner Gardner and seconded by Commissioner Carlman to approve the proposal by Jorgensen Associates for the Courthouse Sewer Reroute Survey in the amount of \$11,750.00. Chair Newcomb called for a vote. The vote showed all in favor and the motion carried.

11. Consideration of Annual Contribution Agreements for the University of Wyoming Extension Service

Keith Gingery, Chief Deputy County Attorney, presented to the Board for consideration of approval the Annual Compensation Agreements with the University of Wyoming for the UW Extension Office.

Keith Gingery answered questions from the Board.

There was no public comment.

A motion was made by Commissioner Carlman and seconded by Commissioner Propst to approve both Annual Compensation Agreements with the University of Wyoming for the Extension Clerical and the 4-H Educator. Chair Newcomb called for a vote. The vote showed all in favor and the motion carried.

12. Consideration of Resolution to Place 2% Lodging Tax Proposition on the Nov. 4, 2025 Ballot

Keith Gingery, Chief Deputy County Attorney, presented to the Board for consideration of approval the Resolution to approve the placement of a 2% Lodging Tax proposition on the November 4, 2025, Special Election.

Arne Jorgensen, Mayor of Jackson, gave comment and answered questions from the Board.

The Board gave comment.

Mayor Jorgensen answered questions from the Board.

There was no public comment.

The Board held discussion.

A motion was made by Commissioner Carlman and seconded by Commissioner Propst to approve the Resolution Notifying the County Clerk to Place on the Special Election Ballot on November 4, 2025, the Ballot Proposition of a 2% Lodging Tax in Teton County, State of Wyoming. Chair Newcomb called for a vote. The vote showed none in favor and the motion failed 0-5. The meeting recessed at 10:11 a.m. and reconvened at 10:19 a.m.

15. Consideration of Outgoing Correspondence: Comments on Wyoming-22 Level 1 and Level 2 pre-NEPA Screening.

Amy Ramage, County Engineer, presented to the Board for consideration of approval the outgoing correspondence regarding Comments on Wyoming-22 Level 1 and Level 2 pre-NEPA Screening.

The Board discussed edits to the letter.

There was no public comment.

A motion was made by Commissioner Macker and seconded by Commissioner Carlman to approve the outgoing letter to WY-DOT related to WY22 Corridor as amended in this morning's meeting. Chair Newcomb called for a vote. The vote showed all in favor and the motion carried.

16. Consideration of Appointment of a Special Prosecuting Attorney

Keith Gingery, Chief Deputy County Attorney, presented to the Board for consideration of approval the appointment of Special Prosecutor Micah Wyatt in the case of State of Wyoming vs. Wayne Meeks.

A motion was made by Commissioner Carlman and seconded by Commissioner Propst to approve the Appointment of a Special Prosecutor in the case of the State of Wyoming vs. Wayne Meeks. Chair Newcomb called for a vote. The vote showed all in favor and the motion carried.

MATTERS FROM PLANNING AND DEVELOPMENT

Findings of Fact, Conclusions of Law, and Order:

1. VAR2024-0003 - Walk Festival Hall Expansion - Susan Johnson, SJ Planning Associates

Keith Gingery, Chief Deputy County Attorney, presented to the Board for consideration of approval the Findings of Fact, Conclusions of Law, and Order for VAR2024-0003.

A motion was made by Commissioner Carlman and seconded by Commissioner Propst to approve the Findings of Fact, Conclusions of Law, and Order for approval of the variance in the matter of variance VAR2024-0003, as presented this morning, July 1, 2025. Chair Newcomb called for a vote. The vote showed all in favor and the motion carried.

2. CUP2024-0004 - High Mountain Heli – Hal Hutchinson. HH Land Strategies

Keith Gingery, Chief Deputy County Attorney, presented to the Board for consideration of approval the Findings of Fact, Conclusions of Law, and Order for CUP2024-0004.

There was no public comment.

A motion was made by Commissioner Carlman and seconded by Commissioner Macker to approve the Findings of Fact, Conclusions of Law, and Order for denial of a Conditional Use Permit in the matter of Conditional Use Permit CUP2024-0004 as presented to our Board this morning, July 1, 2025. Chair Newcomb called for a vote. The vote showed all in favor and the motion carried.

New Business:

1. Permit: SD2025-0001

Property Owner: Grand Targhee Resort, LLC

Applicant: Isaac Boettcher, Jorgensen Associates, PC

Presenter: Hamilton Smith

Request: A Subdivision Plat request pursuant to Section 8.5.3. of the Teton County Land Development Regulations for The Cabins at Grand Targhee Phase I, a 13-Lot Subdivision of 14.38 acres within the Grand Targhee Resort Planned Resort zone. This subdivision will vacate Grand Targhee Resort South Plat No. 1467.

Location: 3300 East Alta Ski Hill Road, Grand Targhee Resort, southwest of the Resort Center in the Residential and Accommodation Plan Area (RAPA West). The property is zoned Planned Resort (PR) and is not within any County Zoning Overlays.

Hamilton Smith, Principal Planner, presented to the Board for consideration of approval the continuance of final plat approval of The Cabins at Grand Targhee Phase I plat.

A motion was made by Commissioner Propst and seconded by Commissioner Gardner to continue The Cabins at Grand Targhee Phase I application SD2025-0001 by Jorgensen Associates on behalf of Grand Targhee Resort, LLC to a date uncertain. Chair Newcomb called for a vote. The vote showed all in favor and the motion carried.

2. Permit: BDJ2025-0001

Property Owner: Raisbeck Partnership, LP

Applicant: Matt Gotham, Jorgensen Associates, PC

Presenter: Torin Bjorklund

Request: A Boundary Adjustment request, pursuant to Section 8.5.5 of the Teton County Land Development Regulations to adjust the boundaries of Lots 65, 66, and 67 of the John Dodge Homestead 5th Filing Subdivision. Lot 66 is proposed to be vacated. Lots 65 and 67 will absorb the acreage and become lots 109 and 110, respectively.

Location: Lots 65, 66, and 67 of the John Dodge Homestead 5th Filing Subdivision, are located on Goatsbeard Road off of N Moose-Wilson Road (State Highway 390). All three lots are zoned Rural-3. Lot 66 is proposed to be vacated. Lots 65 and 67 will absorb the acreage and become lots 109 and 110, respectively. The lot to be vacated is primarily within the High Tier of the Tiered Natural Resources Overlay.

Torin Bjorklund, Associate Planner, presented to the Board for consideration of approval a boundary adjustment pursuant to Section 8.5.5 of the Teton County Land Development Regulations to vacate Lot 66 of the John Dodge Homestead Subdivision, Fifth Filing.

There was no public comment.

Jon Wylie, on behalf of the applicant, answered questions from the Board.

Torin Bjorklund, and Keith Gingery, Chief Deputy County Attorney, answered questions from the Board.

A motion was made by Commissioner Propst and seconded by Commissioner Gardner to approve BDJ2025-0001, dated March 25th, 2025, to vacate Lot 66 and replat the adjusted Lots 65 and 67 of the John Dodge Homestead 5th Filing Subdivision, based on the findings in Section 8.5.5, and the standards of Section 8.2.13.C of the Teton County Land Development Regulations as recommended by the Planning Director, and being able to make the finding pursuant to Wyoming Statute §34-12-108, that such vacation does not abridge or destroy any of the rights and privileges of other proprietors in Plat No. 664, and request the Teton County Clerk write "Vacate" on Lot 65, 66, and 67 of Plat No. 664 upon filing of a new plat. Chair Newcomb called for a vote. The vote showed all in favor and the motion carried.

3. Permit: AMD2024-0002

Property Owner: Teton County

Applicant: Teton County & Development

Presenter: Chandler Windom

Request: Proposal to relocate the Fire Protection Resolution for New Subdivisions into the LDRs, including amendments to LDR Division 7.6. Transportation Facility Standards, Section 7.7.2. Potable Water Supply, and add Section 8.3.6., Bridge Permit.

Location: County-wide

Chandler Windom, Senior Planner, presented to the Board for consideration of approval a proposal to amend LDR Division 7.6. Transportation Facility Standards, Section 7.7.2. Potable Water Supply, and add Section 8.3.6., Bridge Permit.

The amendment will relocate the existing Fire Protection Resolution for New Subdivisions into the LDRs, amend driveway width and intersection separation requirements in Transportation Facility Standards (Division 7.6), update the firefighting water supply options in Required Utility Standards (Division 7.7), and create a new section for the Bridge Permit process (Article 8).

Chandler Windom and Amy Ramage, County Engineer, answered questions from the Board.

Keith Gingery, Chief Deputy County Attorney, suggested a brief recess.

The meeting recessed at 11:28 a.m. and reconvened at 11:36 a.m.

Chandler Windom answered questions from the Board.

There was no public comment.

Keith Gingery gave comment.

Chandler Windom answered questions from the Board.

A motion was made by Commissioner Macker and seconded by Commissioner Gardner to approve AMD2024-0002, as presented in the draft dated June 12, 2025, to amend LDR Sections of Division 7.6. Transportation Facility Standards, Section 7.7.2. Potable Water Supply, and add Section 8.3.6., Bridge Permit, removing Section 7.6.2.D, and updating necessary references based on the factors recommended by the Planning Director, and repeal the Teton County Fire Protection Resolution for New Subdivisions effective on August 1st, which will be the

date of recording of these LDR Amendments. Chair Newcomb called for a vote. The vote showed all in favor and the motion carried.

MATTERS FROM COMMISSION

1. Correspondence Received

The Board noted that a letter was received from Representative Hageman via regular mail in response to a letter sent by the Board on April 28, 2025 regarding federal staffing decisions.

EXECUTIVE SESSION – none.

ADJOURN

A motion was made by Commissioner Gardner and seconded by Commissioner Macker to adjourn. Chair Newcomb called for a vote. The vote showed all in favor and the motion carried.

The meeting adjourned at 11:43 a.m.

Respectfully submitted: rlr

TETON COUNTY BOARD OF COMMISSIONERS

/s/ Mark Newcomb, Chair

ATTEST: /s/ Maureen E. Murphy, County Clerk

Publish: 07/23/25

• PUBLIC NOTICE •

NOTICE OF PUBLIC REVIEW

TETON COUNTY BOARD OF COUNTY COMMISSIONERS MEETING

Tuesday, 08/19/2025

Notice is hereby given that a Public Hearing will be held by the Teton County BOARD OF COUNTY COMMISSIONERS for the purpose of considering the applications listed below pursuant to the Wyoming State Statutes, Sections 16-3-101, et. seq. 18-5-201, et. seq. and 18-5-301, et. seq. as applicable. The Public Hearing will be held in the Commissioners Meeting Room of the Teton County Administration Building at 200 S. Willow Street in Jackson, Wyoming on Tuesday, 08/19/2025, in their regular meeting which begins at 09:00 AM. Information regarding the applications listed below may be obtained from the Teton County Planning and Building Services Department, Monday through Friday, 8:00 AM to 5:00 PM, telephone 307-733-3959.

Applicant: Carl Lowder, Ward Blake Architects

Permit No.: DEV2025-0001

Request: A Development Plan request pursuant to Section 8.3.2. of the Land Development Regulations for an addition (7,030 sq ft) and remodel (6,124 sq ft) of the Amangani Hotel, a Conventional Lodging Use.

Location: 1535 N East Butte Road, Lot 14, The Amangani 2nd Filing (Amangani Lodge). The property is zoned Planned Unit Development - Neighborhood Conservation (PUD-NC) and is in the Scenic Resources Overlay and the Mid Tier of the Tiered Natural Resources Overlay.

Applicant: Louise Shiverick, Jorgensen Associates

Permit No.: DEV2025-0002

Request: A Development Plan amendment request pursuant to Section 8.3.2. and Section 8.2.13.B.1.b. of the Teton County Land Development Regulations to amend a Development Permit Condition of Approval (DEV2022-0008) to allow conversion of the use of the Cabins from strictly short term lodging to Single-Family Residential with an allowance for short term rental.

Location: 3300 East Alta Ski Hill Road, Grand Targhee Resort, west of the Resort Center in the Residential and Accommodation Plan Area (RAPA West). The property is zoned Planned Resort (PR).

Applicant: Isaac Boettcher, Jorgensen Associates

Permit No.: SD2025-0001

Request: A Subdivision Plat request pursuant to Section 8.5.3. of the Teton County Land Development Regulations for The Cabins at Grand Targhee Phase I, a 13-Lot Subdivision of 14.38 acres within the Grand Targhee Resort Planned Resort zone. This subdivision will vacate Grand Targhee Resort South Plat No. 1467.

Location: 3300 East Alta Ski Hill Road, Grand Targhee Resort, southwest of the Resort Center in the Residential and Accommodation Plan Area (RAPA West). The property is zoned Planned Resort (PR) and is not within any County Zoning Overlays.

Publish: 07/23/25

TETON COUNTY DIVISION OFFICES

• LIQUOR LICENSES •

NOTICE OF APPLICATION FOR NEW WINERY SATELLITE PERMIT

Notice is hereby given that on the 9th day of July, 2025, the following Applicant(s) filed an application for the possible issuance of a New Winery Satellite Permit in the office of the Clerk of the County of Teton for the following described locations:

JACKSON HOLE WINERY - JACKSON HOLE WINERY, LLC – 25 Johnny Counts Road, Jackson, WY, Teton County, WY

And protests, if any there be, against the issuance of the license will be heard at the hour of 9:00 A.M., on the 5th day of August, 2025, in the County Commissioners Chambers in the Teton County Administration Building.

Publish: 07/23, 07/30/25

• PUBLIC NOTICE •

NOTICE OF PUBLIC REVIEW

TETON COUNTY PLANNING COMMISSION MEETING

08/11/2025

Notice is hereby given that a Public Hearing will be held by the Teton County PLANNING COMMISSION for the purpose of considering the applications listed below pursuant to the Wyoming State Statutes, Sections 16-3-101, et. seq. 18-5-201, et. seq. and 18-5-301, et. seq. as applicable. The Public Hearing

• Public Notices •

will be held in the Commissioners Meeting Room of the Teton County Administration Building at 200 S. Willow Street in Jackson, Wyoming on Monday, 08/11/2025, in their regular meeting which begins at 6:00 PM. Information regarding the applications listed below may be obtained from the Teton County Planning and Building Services Department, Monday through Friday, 8:00 AM to 5:00 PM, telephone 307-733-3959.

Applicant: Cornelius Kinsey, Kinsey Architecture, LLC
Permit No.: CUP2025-0001

Request: A request pursuant to Section 8.4.2 of the Land Development Regulations for a Conditional Use Permit to allow a Daycare/Education use within the existing JH Indoor Sports Facility.

Location: 3580 South Park Drive, also Lot 24 South Park Service Center 2nd Amended Subdivision 4th Filing, is zoned Business Park and is in the Base/Mid-Tiers of the Natural Resources Overlay. The lot is adjacent to the Bridger-Teton National Forest to the North.

Publish: 07/23/25

NOTICE OF SALE OF REAL PROPERTY FOR DELINQUENT TAXES

The State of Wyoming)
) ss.
County of Teton)
County Treasurer's Office - July 9, 2025

Notice is hereby given that I, Katie Smits, the duly elected, qualified and acting County Treasurer within and for the county and state aforesaid, will on the 6th day of August 2025 at the Teton County Fairgrounds Community Building located at 305 W. Snow King Avenue, in the county and aforesaid, offer for sale the following described 2024 real estate taxes due and unpaid. The real estate taxes will be sold subject to any special assessments for local or public improvements. Said tax lien sale shall take place between the hours of 9 a.m. and 5 p.m. of said day and will continue from day to day, Sundays excepted, until all of said taxes have been sold.

The real property taxes to be offered at said sale, together with the penalty and interest and costs due on the same is described as follows, to-wit:

2024 0100 01-002241 2100 NOWLIN TRAIL, LLC 2100 N NOWLIN TRL LOT 6, NOWLIN MOUNTAIN MEADOW 19,303.49

2024 0100 02-000247 ANDERSON, CLARK W. & AVIS A. TRUSTEES 400 FRANCIS WAY LOT 20, EAST ZENITH SUBDIVISION 5,307.38

2024 0100 04-005740 BEND ON FISH CREEK, LLC 5555 W CUTTHROAT TROUT RD LOT 61, CRESCENT H GUEST RANCH 4TH FILING (01427) 96,737.11

2024 0100 04-005279 CHAPMAN, SANDRA MOSELEY 6255 W HWY 22 PT. NE1/4SE1/4, PT. LOTS 2, 7 & 8, (pt. Ne1/4) SEC. 21, TWP. 41, RNG. 117 18,644.71

2024 0100 01-003584 CODY CREEK, LLC 1125 W TWO RIVERS RD PT. S1/2NE1/4, PT. LOTS 5 & 6, PT. N1/2SE1/4 SEC. 5, TWP. 41 RNG. 116 168.39

2024 0100 03-000004 DUERR ROMERO DEVELOPMENT, LLC 15180 E TETON WILDERNESS DR LOT 11, TETON WILDERNESS RANCH 8,775.13

2024 0100 02-000987 FOUR WINDS HOLDINGS, LLC 8870 N DELAND DR LOT 34, OWL CREEK 6,888.04

2024 0100 01-001893 FOUTCH, RANDY A. REVOCABLE TRUST & FOUTCH, JEANINE MARIE REVOCABLE TRUST 1550 N PRATT RD LOT 71, GROS VENTRE NORTH SUBDIVISION. 2ND FILING PLAT 623 41,192.85

2024 0100 04-001252 GORDON, STEPHEN M. REVOCABLE TRUST 2305 W JOHN DODGE RD LOT 1, JOHN DODGE HOMESTEAD 538.88

2024 0100 02-000270 HARRICE HOLDING COMPANY LLC 5885 HIGHLANDS DRIVE LOOP PT SW1/4SE1/4, PT SE1/4SW1/4, SEC 10, TWP 42, RNG 115 TRACT T & PT PARCEL V COMMON LAND 17,232.59

2024 0100 01-003674 HENN JH, LLC 650 W SADDLE BUTTE DR LOT 115, SADDLE BUTTE HEIGHTS 20,634.29

2024 0100 04-000231 HIGHLAND OWL LLC 3675 W HIGHLAND TRL LOT 12, HIGHLAND PARK ESTATES 2,478.70

2024 0100 01-002602 INDIAN SPRINGS HOLDINGS, LLC 120 S INDIAN SPRINGS DR LOT 33, INDIAN SPRINGS RANCH 18,507.46

2024 0100 02-000970 KAUFFMAN LAND & DEVELOPMENT LLC REED DR LOT 17, OWL CREEK 109.51

2024 0100 04-002138 KENNEL LANE LLC 3875 N KENNEL LN LOT 6, RAINTREE SUBDIVISION 6,270.32

2024 0100 04-002139 KENNEL LANE LLC 3850 N KENNEL LN LOT 8, RAINTREE SUBDIVISION 8,313.47

2024 0100 01-000001 LOVE, SEAN & SHAREL 17 JACK PINE RD JACK PINE FOREST LEASE 17 141.96

2024 0100 04-003133 MARSDEN, SPENCER & DIANA 375 N WENZEL LN PT N1/2SE1/4, SEC. 27, TWP. 41, RNG. 117 PARCEL BB 14,178.26

2024 0100 04-002140 NORTH BRANCH CAPITAL, L.P. (DELTA SERIES) 3830 N KENNEL LN LOT 10, RAINTREE SUBDIVISION 6,296.92

2024 0100 01-004119 RIESER, TIMOTHY J. 2075 N HWY 89 PT. S1/2SW1/4, SEC. 15. TWP. 41. RNG. 116 839.11

2024 0100 04-001379 RMA CAPITAL HOLDINGS TRUST 6050 W BURCHER RD PT. NE1/4 NE1/4, SEC. 33, TWP. 41, RNG. 117 28,703.82

2024 0100 04-000864 SEATON, CASEY MYRON & NANCY TRUSTEES 750 N GREEN LN PT LOTS 4-5, SEC. 26, TWP. 41, RNG. 117 101.68

2024 0100 02-000902 SELLERS, MARK G. & OHIROK, LINDA S. CO-TRUSTEES 740 PONDEROSA DR LOT 9S, GRAND TETON MEADOW SUBDIVISION 8,531.86

2024 0100 03-000233 TETON RANGE RESORT, LLC 17800 E HWY 287 PT. NE1/4SE1/4, PT. S1/2SE1/4, SEC. 27, TWP. 45, RNG. 113 58,288.82

2024 0101 4B-000903 DELTA SERIES OF NORTH BRANCH CAPITAL, L. P. 7205 NO SHADOWS RD LOT 5, THE NORTH CABINS AND THE LODGES AT SHOOTING STAR 36,279.21

2024 0101 4B-000811 HARNED, CHRIS & QUADRACCI, ELIZABETH 6810 LAST CHANCE RD LOT 4, THE CABINS AT SHOOTING STAR 1ST FILING 32,114.08

2024 0101 4B-000704 NORTH BRANCH CAPITAL, L.P. (DELTA SERIES) 3615 COYOTE CREEK RD LOT 6, SHOOTING STAR 1ST FILING 25,971.46

2024 0102 05-000014 CONGER, DEE L. REVOCABLE TRUST N LEIGH CANYON RD PT. NW1/4NE1/4, & PT. SW1/4NE1/4, SEC. 32, TWP. 45, RNG. 118 911.85

2024 0102 05-000015 CONGER, DEE LAMAR, JR. REVOCABLE TRUST 670 N LEIGH CANYON RD PT. NE1/4, PT. E1/2SE1/4, SEC. 32, TWP. 45, RNG. 118 911.85

2024 0102 05-000196 TARGHEE VILLAGE HOMEOWNERS ASSOCIATION, INC PT. S1/2 SW1/4, SEC. 29, PT. LOT 4, SEC. 30, TWP. 44, RNG. 118 ACCESS ROAD 105.69

2024 0102 05-000558 TARGHEE VILLAGE HOMEOWNERS ASSOCIATION, INC 220 PERIMETER DR LOT 26, TARGHEE VILLAGE (UTILITY LOT) 50.34

2024 0102 05-000137 VELASCO, JOSE M. & AGLAE TRUSTEES 150 ALTA NORTH RD PT. SE1/4 SE1/4, SEC. 20, TWP. 44, RNG. 118 3,815.73

2024 0104 1A-000071 JH JV VENTURES, LLC 1655 N HARVEST DANCE RD UNIT 33, HARVEST DANCE LODGES PHASE B 18,269.41

2024 0104 1A-000208 JH JV VENTURES, LLC 2480 N HARVEST DANCE RD LOT 54, THE RIDGE AT SPRING CREEK RANCH 32,219.54

2024 0104 1A-000024 KAUFFMAN LAND & DEVELOPMENT, LLC. 1800 N SPIRIT DANCE RD UNIT C-9, CROSSED EAGLE BLDG. SPIRIT DANCE LODGES PHASE A 167.91

2024 0104 1A-000036 SPRING CREEK HOMEOWNERS ASSOCIATION LOT 11, SPRING CREEK RANCH (UTILITY LOT) 41.76

2024 0106 4B-000586 3093AH LLC 3093 W ARROWHEAD RD LOT 7, CABINS AT GRANITE RIDGE AMENDED 21,513.30

2024 0106 4B-000220 MCCOLLISTER, HOLLY FRANCES TRUSTEE 3655 W MICHAEL DR UNIT 1-B, TEEWINOT CONDOMINIUM PROJECT 98.52

2024 0106 4B-000132 NORTH BRANCH CAPITAL, L.P. 3875 W MORLEY DR LOT 187, JH SKI CORP. ADD, 11TH FILING 13,947.60

2024 0113 04-002615 FRAZER 4030 HOLDINGS LP 3950 S LAKE CREEK DR LOT 136, THE ASPENS, 5TH FILING (T-508D) 1,657.41

2024 0113 04-002618 FRAZER 4030 HOLDINGS LP 4030 W LAKE CREEK DR LOT 139, THE ASPENS, 5TH FILING (T-508D) 36,543.65

2024 0113 04-002046 ILC 2877 HOLDINGS LIMITED LIABILITY COMPANY C/O ILC 4040 HOLDINGS, LLC 4040 W LAKE CREEK DR LOT 134, THE ASPENS 9,633.24

2024 0113 04-001183 MOLSON HOLDINGS LLC C/O CURRY, JOHN V. & TASHA C. 4450 BERRY DR UNIT 39-1-3, STRAWBERRY BLDG. JACKSON HOLE RACQUET CLUB 6,253.80

2024 0116 04-005716 MACKAY INVESTMENTS, LLC 2836 WILEY LN PT NW1/4NW1/4, SEC. 13, TWP. 41, RNG. 117 ADJUSTED PARCELS E & F 24,582.83

2024 0121 04-002987 WILSON, ERIC & MARIA LIVING TRUST 5340 W FALLEN PINE DR LOT 14, WILSON MEADOWS 13,033.65

2024 0124 04-005144 BURST, BERNARD ERNEST III & STACY DAY 1335 N WEST ST LOT 17, BLK. 1, LUNDY 6,691.27

2024 0124 04-001340 MADRONE GLENN, L.L.C. & BRAM, GABRIEL I.G. 2155 COYOTE LOOP PT SW1/4SE1/4, SEC. 14, TWP. 41, RNG. 117 TRACT B NETHERCOTT TRACTS 4,476.38

2024 0124 04-000401 TAYLOR, TODD B. & KATHRYN A. 2260 COYOTE LOOP PT. SW1/4SE1/4, SEC. 14, TWP. 41, RNG. 117 7,455.81

2024 0125 01-001921 KING, KARIN W. TRUSTEE 3430 S ARABIAN DR LOT 167, RAFTER J RANCH 5,210.36

2024 0128 04-005304 MACKAY INVESTMENTS, LLC 2780 N MOOSE-WILSON RD PT. NW1/4NW1/4, SEC. 13, TWP. 41, RNG. 117 53,115.92

2024 0132 04-000200 JARVE, KATHERINE 6250 W PAINTBRUSH TRL LOT 1, INDIAN PAINTBRUSH SUBDIVISION - 1ST FILING 6,065.15

2024 0132 04-000482 MOORE, PATRICK L. II & SHARRY, HILLARY 6455 W LODGEPOLE TRL LOT 30, INDIAN PAINTBRUSH SUBDIVISION 2ND FILING 248.68

2024 0136 01-004368 WILSON, ERIC & MARIA LIVING TRUST 1277 MELODY CREEK LN LOT 201, MELODY RANCH RESIDENTIAL, UNIT ONE, 9TH FILING 21,856.99

2024 0142 04-001783 GILLIKIN, J. DAVID 4220 W TIMBERS PLACE LOT VIII-4, THE TIMBERS OF TETON PINES AMENDED CLUSTER VIII RESORT HOMESITES 30,644.17

2024 0142 04-001910 LILLEY, ALEXANDER N. 2016 QUALIFIED PERSONAL RESIDENCE TRUST 2613 N FAIRWAYS PLACE EAST LOT II-1, THE FAIRWAYS OF TETON PINES 2ND FILING 3RD AMENDMENT 12,406.34

2024 0142 04-002699 MWO-JLK REVOCABLE TRUST 2835 N TETON PINES DR HOMESITE 6, J.H.R.C.R. MEADOWS OF TETON PINES CLUSTER 1 PHASE 2, 3RD FILING 747.15

2024 0150 OJ-001540 415 N GLENWOOD LLC 415 N GLENWOOD ST E.1/2 LOT 5, BLK. 2, JONES 7,504.12

2024 0150 OJ-001342 BARCA, GRACE F. TRUST 355 W DELONEY AVE UNIT B-5, BEAR BUILDING MEADOWBROOK VILLAGE 1,613.23

2024 0150 OJ-004862 BIOLCHINI. ROBERT F. JR. 692 E HANSEN AVE LOT 15, HALL 5 21,419.45

2024 0150 OJ-000373 CENTRAL STREET EAST PEARL, LLC 282 E PEARL AVE LOT C, CACHE 2 ADJOINS BLK. 4, CACHE 15,048.28

2024 0150 OJ-001359 CHAPDELAIN, BETH C. 360 W KELLY AVE LOT 3, BLK. 5, KARNIS 4TH ADDITION 3,170.19

2024 0150 OJ-007039 CHRISTEL, MARIA TAMISON LIVING TRUST & BARRET ASPEN DRIVE, LLC LOT 3, ASPEN MILLWARD TOWNHOMES (COMMON AREA) 41.09

2024 0150 OJ-007953 CODE, CATHY J. 170 N MILLWARD ST UNIT 202, MILLER PARK LOFT CONDOS ADDITION 1,586.13

2024 0150 OJ-008192 COX, DAVID 250 W SNOW KING AVE UNIT 2, RAVER CONDOMINIUM 5,121.35

2024 0150 OJ-003121 FINKELSON, HARVEY F. & BARBARA E. TRUSTEES 2049 CORNER CREEK LN PT. LOT 30, UNIT 303, CURLEAF CLUSTERS COTTONWOOD PARK 4,373.18

2024 0150 OJ-003303 FULLERTON, BRENT 145 ASPEN DR UNIT 5, ASPEN STREET TOWNHOUSE 3,680.69

2024 0150 OJ-003925 HARRICE, HELENA IRREVOCABLE TRUST ARNDT, MELANIE SAMANTHA HARRICE, TRUSTEE 1070 ELK RUN LN LOT 40, ELK RUN TOWNHOUSES 2,668.77

2024 0150 OJ-000105 HARRISON HOSPITALITY PROPERTIES LIMITED PARTNERSHIP 175 N JACKSON ST LOT 1, 2, 3, BLK. 4, JACKSON 148.82

2024 0150 OJ-001484 HARRISON HOSPITALITY PROPERTIES LIMITED PARTNERSHIP 355 W DELONEY AVE UNIT A-1, ANTELOPE BUILDING MEADOWBROOK VILLAGE 69.56

2024 0150 OJ-008922 HARRISON HOSPITALITY PROPERTIES LIMITED PARTNERSHIP 105 MERCILL AVE UNIT 211, MERCILL AVENUE CONDOMINIUMS ADDITION (01450) 58.65

2024 0150 OJ-008294 HEDGES, THOMAS & LAURA 674 E HALL AVE LOT 4, BLK. 4, HALL 2 6,784.06

2024 0150 OJ-008285 HOOVER TOWNHOUSE OWNER'S ASSOCIATION C/O JAMES KAPLAN LOT 3, HOOVER TOWNHOUSE ADDITION COMMON AREA 44.82

2024 0150 OJ-004141 KENNEDY, ROBIN R. 3055 WHITEHOUSE DR MOUNTAIN VIEW MEADOWS TOWNHOMES, LOT 27 SECOND ADDITION AFFORDABLE CAT. III 1,290.78

2024 0150 OJ-003120 KENT, KIMBERLY R. 2049 CORNER CREEK LN PT. LOT 30, UNIT 302, CURLEAF CLUSTERS PHASE 1-A 5,762.67

2024 0150 OJ-004063 KING RIDGE, LLC 429 SNOW KING LOOP PT. W.1/2 LOT 10 & PT. LOT 11, BLK. 2 CLARK ADDITION PARCEL A 44.52

2024 0150 OJ-001173 LENZ LIVING TRUST 45 E HANSEN AVE LOTS 12,13, BLK. 7, CACHE 2 12,276.49

2024 0150 OJ-006857 MKGS INVESTMENTS LLC LOT 7, MKGS TOWNHOMES ADDITION (COMMON AREA) 44.21

2024 0150 OJ-007633 PINE CANYON, LLC 150 JESSICA LN LOT A, PINE GLADES TOWNHOME PHASE 1 (RESERVED FOR 2 FUTURE TOWNHOME LOTS) 550.27

• Public Notices •

2024 0150 OJ-007634 PINE CANYON, LLC 170 JESSICA LN LOT B, PINE GLADES TOWNHOMES PHASE 1 (RESERVED FOR 3 FUTURE TOWNHOME LOTS) 550.27

2024 0150 OJ-007635 PINE CANYON, LLC 230 JESSICA LN LOT C, PINE GLADES TOWNHOMES PHASE 1 (RESERVED FOR 3 FUTURE TOWNHOME LOTS) 550.27

2024 0150 OJ-007636 PINE CANYON, LLC 250 JESSICA DR LOT D, PINE GLADES TOWNHOMES PHASE 1 (RESERVED FOR 2 FUTURE TOWNHOME LOTS) 550.27

2024 0150 OJ-007637 PINE CANYON, LLC 270 JESSICA LN LOT E, PINE GLADES TOWNHOMES PHASE 1 (RESERVED FOR 3 FUTURE TOWNHOME LOTS) 550.27

2024 0150 OJ-007640 PINE CANYON, LLC LOT H, PINE GLADES TOWNHOMES PHASE 1 (COMMON AREA) 292.21

2024 0150 OJ-008137 PINE CANYON, LLC LOT 8, SPRUCE TOWNHOMES (COMMON AREA) 41.17

2024 0150 OJ-008919 PISTONO, PATRICIA READ 105 MERCILL AVE UNIT 208, MERCILL AVENUE CONDOMINIUMS ADDITION (01450) 57.05

2024 0150 OJ-005744 ROBINSON/SEETON, LLC. 1325 S HWY 89 UNIT 113, EAGLE VILLAGE CONDOMINIUMS ADDITION 1,599.94

2024 0150 OJ-003109 SANCHEZ, GERMAN MARQUINA-2166 CORNER CREEK LN LOT 12, COTTONWOOD PARK 3,411.61

2024 0150 OJ-001987 SPRINGER, PAUL 1160 MEADOW-LARK LN LOT 7, HORN ENTERPRISES 3,321.77

2024 0150 OJ-004199 STOUT, DAVID K. & DAWN L. 605 LAKOTA LN LOT 44, INDIAN TRAILS ADDITION 6,206.12

2024 0150 OJ-007072 TIMBERS RESIDENCE CLUB LLC 165 W GILL AVE UNIT 2, THE FOUR TIMBERS RESIDENCE CLUB 11,894.09

2024 0150 OJ-007073 TIMBERS RESIDENCE CLUB LLC 165 W GILL AVE UNIT 3, THE FOUR TIMBERS RESIDENCE CLUB 11,727.69

2024 0150 OJ-007074 TIMBERS RESIDENCE CLUB LLC 165 W GILL AVE UNIT 4, THE FOUR TIMBERS RESIDENCE CLUB 11,894.09

2024 0150 OJ-007071 TIMBERS RESIDENCE CLUB, LLC 165 W GILL AVE UNIT 1, THE FOUR TIMBERS RESIDENCE CLUB 12,127.09

2024 0150 OJ-007075 TIMBERS RESIDENCE CLUB, LLC 165 W GILL AVE UNIT 5, THE FOUR TIMBERS RESIDENCE CLUB (EMPLOYEE HOUSING) 277.97

2024 0150 OJ-003189 WEINBERGER, JULIE DEANNA 2087 LILAC LN LOT 83, COTTONWOOD PARK CORNER CREEK PHASE 2 3,715.85

2024 0150 OJ-003943 WITT, ALISE ESTES REVOCABLE TRUST 1070 ELK RUN LN ELK RUN TOWNHOUSES, LOT 58 3,002.94

Witness my hand the day of year first mentioned.
[signed]
Katie Smits, Teton County Treasurer

Please Note:
The purchaser at a tax sale receives a certificate of purchase, not title to the real property identified. No individual under the age of eighteen (18) will be allowed to participate in the annual delinquent tax sale.
In the event more than one person appears at said tax sale and offers to purchase a tax lien of a particular tract which is to be sold at said tax sale, each prospective purchaser will be assigned a number. The numbers shall be randomly chosen and by lot. The person will then be permitted to complete the purchase of the parcel according to law.
Only cash, certified funds, local bank check or credit cards accepted. (There is a convenience fee associated with the credit cards.)
Publish: 07/09, 07/16, 07/23/25

NOTICE OF DELINQUENT PERSONAL PROPERTY TAXES

The State of Wyoming)
) ss.
County of Teton)
County Treasurer's Office - July 9, 2025

Notice is hereby given that I, Katie Smits, the duly elected, qualified and acting County Treasurer within and for the county and state aforesaid, will deem the following list of Mobile Homes or Business Personal Property Tax for the 2024 Tax Year as delinquent and due payable and shall bear interest of eighteen percent (18%) per annum until paid or collected and shall be subject to distraint as per Wyoming law, WS 39-13-108(e)(i).

2024 0100 01-002052 GAONA, JUAN J. QUIJANO, ZUGELY JASSO EVANS COURT 18 1988 NASHUA TRAILER HOME SN ZNID28795 EVANS TRAILER COURT TITLE FILED 09/09/2005 22-0262322 68.81

2024 0100 01-000164 GARCIA, TERESA GONZALES GONZALES, MONICA RUIZ EVANS COURT 71 1982 GOVER-

NOR MOBILE HOME S/N 24355 TITLE 22-0270003 EVANS TRAILER COURT 115.52

2024 0100 01-000126 HURLEY, WILLIAM & TRUDY EVANS COURT 50 1979 CHAMPION TRAILER HOME S/N 429-001-S2651-UT CBC TITLE 22-0168648 EVANS TRAILER COURT 129.31

2024 0100 01-003071 LOPEZ, NANCY HERNANDEZ LOPEZ, ABRAHAM COS LEON EVANS COURT 47 1996 NASHUA MOBILE HOME S/N NNID35738 TITLE #22-0270002 EVANS COURT SPACE 126 202.93

2024 0100 01-003831 MARTINEZ SONES, JUDITH ANNE SONES, JAMES CHRISTOPHER EVANS COURT 60 2004 OAKWOOD MOBILE HOME TITLE 22-0390882 SERIAL # G00R23N27746AB LOCATED AT EVANS COURT 372.20

2024 0100 01-003516 PETERS, LILLY BELLE C/O WILLIAM PETERS LOOSE COURT 1982 NASHUA MOBILE HOME TITLE 22-0192502 SERIAL NZ1DBNX270143TS24510 LOOSE TRAILER COURT 99.24

2024 0150 OJ-005013 MORENO, MIGUEL & NAVA, EVELIA PONCE JOHNSON COURT 28S (BEHIND DQ) 1998 MARLETTE MOBILE HOME LOCATED AT JOHNSON COURT TITLE #22-0212456 SERIAL # HO16066 254.99

2024 0150 OJ-005890 MUNGUIA, ORLANDO & LEON, SUSANA BUDGE 11 1999 CHAMPION MOBILE HOME LOCATED BUDGE COURT TITLE #22-0213325 S/N 169953407136 110.83

2024 0150 OJ-003058 PEREZ, BENJAMIN ROBLES, MARI-BEL BUDGE 2 1969 KIT TRAILER HOME S/N S-SS21 TITLE 22-0182968 BUDGE TRAILER COURT 80.62

2024 0150 OJ-001221 SIMONS, RITA A & MACFARLANE, DAVID B JOHNSON 16N TRAILER HOME 1980 SAHARA SN 013386 TITLE # 22-0306576 (JOHNSON TRL. COURT) 106.68

2024 0150 OJ-005479 SWEATT, DIANE & SWEATT, CHRISTOPHER JOHNSON 7S 2000 MOBILE HOME, LOCATED AT JOHNSON COURT TITLE 22-0209349 128.04

2024 0150 OJ-003070 ZARATE, FERNANDO SANCHEZ BUDGE 8 1966 MARLETTE TRAILER HOME S/N HI-2260-FLE-60100 TITLE 22-0286589 1175 GREGORY LANE BUDGE TRAILER COURT # 889.22

2024 0100 04-004938 ACE IRRIGATION AND LANDSCAPE INC 4420 SOUTH PARK LOOP PERSONAL PROPERTY 73.17

2024 0100 01-002798 ANKENY CONSTRUCTION MANAGEMENT 750 S HI-COUNTRY DR PERSONAL PROPERTY 702.54

2024 0100 02-000026 BARKER-EWING SCENIC TOURS, INC. 3565 E BLACKTAIL BUTTE RD PERSONAL PROPERTY 317.75

2024 0100 01-004270 BD BUILDERS, INC. BOLDEN, BRUCE 2225 S PARK RANCH RD PERSONAL PROPERTY 152.23

2024 0100 03-000424 BOCKMAN, DOUGLAS B. 21750 BUFFALO VALLEY RD PERSONAL PROPERTY 97.19

2024 0100 03-000464 BUFFALO VALLEY RESORT INC. 17850 E HIGHWAY 287 PERSONAL PROPERTY 559.05

2024 0100 04-005578 CABIN ENTERTAINMENT, LLC C/O ANDREW FIRMIN 5320 PINE MEADOW LN PERSONAL PROPERTY 74.75

2024 0100 01-007988 DOGJAX LLC. 3590 SOUTH PARK LOOP PERSONAL PROPERTY 137.59

2024 0100 01-008000 GRIZZLY COUNTRY WILDLIFE ADVENTURES, LLC 645 DEER DR PERSONAL PROPERTY 42.57

2024 0100 01-007710 HARDWOOD PARTNERS LLC 555 DEER DR PERSONAL PROPERTY 39.78

2024 0100 01-007719 JACKSON HOLE CLEAN AIR LLC C/O OTTO, GREGG 8055 QUILL RD PERSONAL PROPERTY 37.23

2024 0100 01-008021 JACKSON HOLE WINERY 2800 BOYLES HILL RD PERSONAL PROPERTY 557.70

2024 0100 01-007860 JUDGE ROY BEAN'S OLD TIME PHOTOS WYOMING BRED, LLC 125 N CACHE ST PERSONAL PROPERTY 55.93

2024 0100 02-001637 KELLY ON THE GROS VENTRE 4490 GROS VENTRE RD PERSONAL PROPERTY 81.03

2024 0100 01-007934 NATURE'S GARDEN PERSONAL PROPERTY 73.41

2024 0100 05-000595 ROLLING STONE LLC DBA MACKENZIE MASONRY 37 ASPEN PERSONAL PROPERTY 153.45

2024 0100 OJ-008237 STRATEGIC ORGANIZATIONAL MANAGEMENT LLC 3115 S WATERCRESS LN PERSONAL PROPERTY 8,269.34

2024 0100 01-007839 THE BIRD WILL & TED'S EXCELLENT LLC 4125 S PUB PLACE PERSONAL PROPERTY 316.17

2024 0100 04-002690 WESTBANK ANGLERS BAKER SALS-

BURY 3670 N MOOSE-WILSON RD PERSONAL PROPERTY 94.16

2024 0100 01-000208 WILDERNESS TRAILS, INC. SHEFFIELD CREEK PERSONAL PROPERTY 65.73

2024 0100 01-002022 WYOMING RAFTING ADVENTURES, INC. PECK, JAMES 335 N CACHE ST PERSONAL PROPERTY 232.87

2024 0106 4B-000948 HORTON, ANTHONY ASH PROPERTIES LLC 3088 GARNET RD PERSONAL PROPERTY 201.73

2024 0106 4B-000956 THE LITTLE CUBAN SAUCISSION 7200 N RACHEL WAY PERSONAL PROPERTY 52.44

2024 0113 04-005763 FIRST REPUBLIC BANK C/OJP-MORGAN CHASE BANK, N.A. 4030 W LAKE CREEK DR PERSONAL PROPERTY 732.43

2024 0124 04-005550 DIAMOND L TRUCKING LLC 5720 LUNDY LN PERSONAL PROPERTY 124.16

2024 0124 04-005510 MACKAY INVESTMENTS, LLC DBA FIRESIDE RESORT 2780 N MOOSE-WILSON RD PERSONAL PROPERTY 4,369.89

2024 0124 04-005540 SCHOONOVER PAINTING CO. 1460 N WEST PERSONAL PROPERTY 53.69

2024 0150 OJ-008531 BACKCOUNTRY SAFARIS LLC 3910 S LAKE CREEEK DR PERSONAL PROPERTY 70.17

2024 0150 OJ-007549 BREAD BASKET OF JACKSON HOLE, THE ANGELES, IGNACIO 185 SCOTT LN PERSONAL PROPERTY FOR THE BREAD BASKET OF JACKSON HOLE 254.08

2024 0150 OJ-000295 CACHE CHEVRON 401 N CACHE ST PERSONAL PROPERTY 164.97

2024 0150 OJ-000368 COHEN LAW OFFICE PC 125 E PEARL ST PERSONAL PROPERTY 40.88

2024 0150 OJ-008980 CREATIVE METAL WORKS 454 S WILLOW ST PERSONAL PROPERTY 131.15

2024 0150 OJ-008084 DESIGNED INTERIORS, LLC DWELLING 1921 N MOOSE WILSON RD PERSONAL PROPERTY 69.56

2024 0150 OJ-005843 DOWN ON GLEN 25 S GLENWOOD PERSONAL PROPERTY 44.84

2024 0150 OJ-007392 ELEVATION IMAGING INC. 130 W BROADWAY AVE PERSONAL PROPERTY 193.53

2024 0150 OJ-008757 EXPANSION HEALTH LLC 250 SCOTT LN PERSONAL PROPERTY 37.88

2024 0150 OJ-008814 FIRST REPUBLIC BANK C/OJPMORGAN CHASE BANK, N.A. 565 W BROADWAY AVE PERSONAL PROPERTY 3,563.22

2024 0150 04-005551 GET FUNKY LLC DBA GET FUNKY LLC 1225 GREGORY LN PERSONAL PROPERTY 16,576.00

2024 0150 OJ-006559 GRAND DESIGNS 565 W BROADWAY AVE PERSONAL PROPERTY 78.47

2024 0150 OJ-006528 GRAND DYNAMICS, INC. WALTHER, TIM 375 S WILLOW ST PERSONAL PROPERTY 46.31

2024 0150 OJ-000901 HAYSE, BRUCE MD 269 W BROADWAY AVE PERSONAL PROPERTY 42.52

2024 0150 OJ-008027 IMAGEWELL 261 E HANSEN AVE PERSONAL PROPERTY 66.94

2024 0150 OJ-007869 JACKSON HOLE CONTRACTING INC. 750 E SIMPSON AVE PERSONAL PROPERTY 80.92

2024 0150 OJ-005365 JACKSON HOLE ICE AND GAME PROCESSING COWBOY FREE RANGE MEAT 1655 BERGER LN PERSONAL PROPERTY 339.89

2024 0150 OJ-004664 JACKSON HOLE ROASTERS 50 W BROADWAY AVE PERSONAL PROPERTY 102.34

2024 0150 OJ-003345 JACKSON HOLE TRADERS, INC. 1130 S. HWY. 89 PERSONAL PROPERTY 179.54

2024 0150 OJ-005576 JH CENTRAL RESERVATIONS -VILLAGE TRAVEL EDYE SMITH 140 E BROADWAY AVE PERSONAL PROPERTY 152.77

2024 0150 OJ-006748 JH THAI LLC 75 E PEARL PERSONAL PROPERTY 181.81

2024 0150 OJ-002738 K2 MANAGEMENT & REALTY 545 W BROADWAY PERSONAL PROPERTY 37.88

2024 0150 OJ-008429 LA BODEGA LLC 975 ALPINE LN PERSONAL PROPERTY 133.65

2024 0150 OJ-007972 MAINTENANCE SPECIALISTS, INC. 1280 HUFF LN PERSONAL PROPERTY 104.24

2024 0150 OJ-005671 MIKES BODY SHOP C/O POINSETT, BOBBY 1705 W MARTIN LN PERSONAL PROPERTY 313.16

2024 0150 OJ-008356 MOUNTAIN HOME BUILDERS LLC 970 W BROADWAY PERSONAL PROPERTY 44.84

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2024 0150 OJ-004815 MOUNTAIN TRAIL GALLERY 155
CENTER ST PERSONAL PROPERTY 177.48

2024 0150 OJ-008742 MOUNTAIN TRAILS GAL-
LERY-JACKSON HOLE LLC 155 CENTER ST PERSONAL
PROPERTY 217.95

2024 0150 OJ-006579 NORTHERN LEASING SYSTEMS,
INC. JACKSON PERSONAL PROPERTY 41.85

2024 0150 OJ-008859 PORCUPINE BUILDERS, LLC 275 E
KARNS AVE PERSONAL PROPERTY 77.25

2024 0150 OJ-004752 PRATT PAINTING, INC. PERSON-
AL PROPERTY 59.31

2024 0150 OJ-007098 REDBOX AUTOMATED RETAIL, LLC
C/O ALTUS GROUP US INC. TOWN OF JACKSON PER-
SONAL PROPERTY 106.06

2024 0150 OJ-008138 RENDEZVOUS CROSSFIT 1200
GREGORY LN PERSONAL PROPERTY 70.54

2024 0150 OJ-008759 SWEET CHEEKS MEATS 185 SCOTT
LN PERSONAL PROPERTY 267.75

2024 0150 OJ-006106 TERRA, LLC C/O SANDERS, DANA
160 E BROADWAY PERSONAL PROPERTY 41.79

2024 0150 OJ-008069 TETON LAW GROUP, LLC ATTN:
GEORGE PHOCAS 180 N CENTER ST PERSONAL PROP-
ERTY 39.78

2024 0150 OJ-008007 THE WHISKEY BARBER 50 W
BROADWAY PERSONAL PROPERTY 43.13

2024 0150 OJ-007753 TIMBERS RESIDENCE CLUB, LLC
C/O KEMMONS WILSON CO. 165 W GILL AVE PERSONAL
PROPERTY 253.40

2024 0150 OJ-008603 TRICHO LLC 50 KING ST PERSON-
AL PROPERTY 82.57

2024 0150 OJ-006578 TWIGS LLC 890 HWY. 89 PERSON-
AL PROPERTY 65.60

2024 0150 OJ-008437 VALLEY HARDWOODS INC 475
TRAILS END PERSONAL PROPERTY 43.68

2024 0150 OJ-008875 VYLLA HOME 945 W BROADWAY
PERSONAL PROPERTY 205.61

2024 0150 OJ-005035 WOMEN'S HEALTH & FAMILY CARE
LLC 555 E BROADWAY STE 108 PERSONAL PROPERTY
141.29

2024 0150 OJ-002489 Y2 CONSULTANTS, LLC. 180 S WIL-
LOW ST PESONAL PROPERTY 606.33

2024 0150 OJ-008760 ZEN LANDSCAPE EXCAVATION 955
BUDGE DR PERSONAL PROPERTY 462.57

Witness my hand the day of year first mentioned.

[signed]

Katie Smits, Teton County Treasurer

Publish: 07/09, 07/16, 07/23/25

TOWN OF JACKSON NOTICES

• ORDINANCES •

ORDINANCE 1443

AN ORDINANCE GRANTING A FRANCHISE TO QWEST CORPORATION D/B/A CENTURYLINK QC ON BEHALF OF ITSELF TO OPERATE AND MAINTAIN A TELECOM-MUNICATIONS SYSTEM FOR THE PURPOSE OF SUP-PLYING SERVICE TO THE TOWN OF JACKSON AND PROVIDING AN EFFECTIVE DATE. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYO-MING, IN REGULAR SESSION DULY ASSEMBLED, THAT: SECTION I. WHEREAS, the Town Council, having determined that Qwest Corporation dba CenturyLink QCs (“Grantee”) is willing to provide the services, facilities, and equipment nec-essary to meet the needs and interests of the Town of Jackson, Wyoming (“Franchising Authority”), 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: FIND-INGS 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 quali-fications, and character were considered and approved in a full public proceeding after due notice and a reasonable opportuni-ty to be heard;
2. Grantee’s plans for operating the System were considered and found adequate and feasible in a full public proceeding after due notice and a reasonable opportunity to be heard;
3. The Franchise granted to Grantee by the Town complies with the existing applicable State statutes, federal laws and regulations;
4. Grantee has substantially complied with the material terms of the current Franchise under Applicable Law; and
5. The Franchise granted to Grantee is nonexclusive.

SECTION 1 Definition of Terms

1.0 Definitions. For the purpose of this Franchise, the fol-lowing terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number:

A. “Applicable Law” means all federal, state, and local laws, statutes, codes, ordinances, resolutions, orders, rules, and regulations including, but not limited to, FCC resolutions, orders,

rules, regulations, the Communications Act, and all adminis-trative and judicial decisions interpreting the same.

B. “Communications Act” or “Act” collectively means the Fed-eral Communications Act of 1934, as amended.

C. “Communications” or “Communications Services” means Telecommunications Services, as defined in Wyo. Stat 37-15-101 and the Communications Act and 47 U.S.C. § 153(53). Neither “Communications” nor Communications Services” shall include Cable Services or Multichannel Video Program-ming (“MVPD) Services as both are defined in 47 U.S.C. § 522. In order to provide Cable Services or MVPD services, Grantee must obtain a Cable or MVPD franchise.

D. “Emergency” means an unforeseen combination of cir-cumstances or the resulting state of such circumstances that require immediate action to avoid imminent danger to health, safety, or property.

E. “FCC” means Federal Communications Commission or successor governmental entity thereto.

F. “Franchise” shall mean the initial authorization, or renew-al thereof, issued by the Franchising Authority, whether such authorization is designated as a franchise, permit, license, resolution, contract, certificate, or otherwise, which authorizes construction and operation of the System.

G. “Franchising Authority” means the Town of Jackson, Wyo-ming, or the lawful successor, transferee, or assignee thereof.

H. “Grantee” means Century Link, or the lawful successor, transferee, or assignee thereof.

I. “Gross Revenues” means any revenue received by the Grantee from the operation of the System in the Service Area as specified in Appendix A, from the sale of Communication Services within the Town limits. Gross Revenues shall not include: (1) any fees or taxes which are imposed directly or indirectly on any Subscriber thereof by any governmental unit or agency, and which are collected by the Grantee on behalf of such governmental unit or agency; and, (2) uncollectible revenues from customers within the Town limits, subject to inclusion when collected.

J. “Person” means an individual, partnership, association, joint stock Grantee, trust, corporation, or governmental entity.

K. “Public Ways” shall mean the surface of, and the space below and above, any existing or hereafter established public street, highway, freeway, bridge, land path, alley, court, bou-levard, sidewalk, parkway, way, lane, public way, drive, circle, or other Public Way, dedicated primarily to public travel or utility use, including, but not limited to, utility strips expressly dedicated to the Franchising Authority, which, by virtue of the terms of dedication, the Franchising Authority may permit Grantee to use and occupy for purposes of installing the Sys-tem to provide Telecommunications Communications Services.

L. “Service Area” means the present municipal boundaries of the Franchising Authority, and shall include any additions thereto by annexation or other legal means.

M. “Subscriber” or “Customer” means a Person or user of the System who lawfully receives Communications Services or other services provided by Grantee with the Grantee’s express permission.

N. “System” shall have the meaning and refer to, unless oth-erwise specified, the Grantee’s infrastructure constructed and operated in the Public Ways of the Town under this Agreement.

SECTION 2 Grant of Franchise

2.0 Grant. Subject to the ongoing supervision of the Franchis-ing Authority, and subject to the exercise of the Franchising Authority’s police powers, the Franchising Authority hereby grants to the Grantee a nonexclusive Franchise which autho-rizes the Grantee to construct, maintain and operate a wireline Communications Services System in, on, along, among, across, or under Public Ways within the Service Area.

A. The grant does not encompass the right to provide, or authorize others to use the facilities to provide Cable Services or MVPD Services. The Grant does not authorize Grantee to install, or permit others to install, wireless facilities. A separate franchise is required for such uses. In the event Grantee in-tends to commence providing services or to conduct any other activity not authorized by this Agreement, it must first request and obtain a separate franchise, license or other right of way use agreement from the Franchising Authority. This Agree-ment does not authorize the installation of any facilities other than the Grantee’s Communications System.

B. At any time that Grantee ceases to operate as a provider of Communications Services, the Franchising Authority shall have the option, at its sole discretion and upon six (6) months’ written notice to Grantee, to terminate this Agreement and request the removal of Grantee’s facilities from the Public Ways, including the cost of any site remediation arising out of Grantee’s use, at no cost to the Franchising Authority, without any liability to the Franchising Authority related directly or indirectly to such termination.

2.1 Purpose.

A. To the extent permitted by state and federal law, the Fran-chising Authority reserves the right to require and regulate the provision of services and facilities by Grantee. The central purpose of this Franchise is to define the general terms and conditions under which Grantee may occupy and use Public Ways to provide Communications Services. In consideration of and as part of the compensation for the Franchise, right, privilege and authority granted herein, the Grantee, its succes-sors, and assigns, agree to furnish Communications Services to residents, persons and business of the Service Area.

B. The Franchise is not in lieu of: permits or approvals, or associated fees therefore, that may be required in connection with particular activities in the Public Ways, including, but not limited to occupancy permits, construction permits, building permits; traffic plans and authorizations that may be required under the land use codes of the Franchising Authority for particular placements or placements at particular locations, including, but not limited to design review requirements in historic districts; or licenses, leases or agreements that may be required for use of Franchising Authority property other than the Public Ways. Permits and authorizations must be applied for in a timely manner, and work may not commence before required permits or authorizations issue.

C. All work required of Grantee hereunder shall be performed at no cost to the Franchising Authority or to any governmen-tal authority, except as specifically provided herein, or where required by Wyoming law.

2.2 Term. The initial term of this Franchise shall be five (5) years, commencing on the ___ day of _____, 2025, through and including the ___ day of _____, 2030, unless sooner terminated as provided herein.

Provided that Grantee is not in default in the performance of its obligations hereunder, this Franchise shall automatically renew for two (2) additional five (5) year terms, and year-to-year thereafter until either party gives notice of its intent to terminate the Franchise or unless otherwise terminated as provided herein. All the terms and conditions during the renewal period(s) shall be the same as during the initial term, unless modified by the parties in writing as provided herein. Renewal shall be deemed automatic without additional notice unless either party notifies the other in writing of non-renew-al on or before six (6) months prior to the expiration of the current term.

SECTION 3 Minimum Conditions of Street Occupancy
3.0 Conditions of Street Occupancy. In occupying, entering into, and conducting work in the Public Ways, Grantee will comply with all applicable federal, state, and local laws and regula-tions, and in addition, comply with the following minimum conditions:

A. All transmission and distribution structures, other lines, and equipment installed by the Grantee pursuant to the terms hereof shall be located so as to not unreasonably interfere with the use of Public Ways for travel. Whenever it shall be neces-sary to install facilities, to bore, horizontally drill, dig or in any manner to disturb or interfere with any Public Ways, Grantee shall cause a minimum of interference with the proper use of Public Ways and with the rights and reasonable convenience of property owners who own property that adjoins any of such Public Ways, and shall not at any time encumber more of the streets than shall be reasonably necessary to enable the Grantee to fulfill the intent and purpose of this Franchise. The Grantee shall be required to obtain any necessary permit from the Franchising Authority prior to entering any Public Way. Applications must be submitted with ample time for review and approval to adhere to the timeframes indicated by Town policy/ordinance/code. The requested improvements and traffic control plan must be provided and approved by the Town Pub-lic Works Department prior to the start of any work.

B. All construction, modification, repair, and operation shall be performed in a manner that protects surrounding property from harm, and free of debris and anything of a dangerous, noxious, or offensive nature or which would create a hazard or undue vibration, heat, noise or interference. If the Franchising Authority gives Grantee written notice of a failure by Grantee to comply with this subsection B, Grantee shall use its best ef-forts to remedy such failure within forty-eight (48) hours after receipt of such written notice. If Grantee defaults in its obli-gations hereunder, the Franchising Authority may upon prior written notice perform the necessary work and charge the rea-sonable cost thereof to and collect the same from the Grantee. Notwithstanding the foregoing, in the event of an Emergency, or where the System creates or is contributing to an imminent danger to health, safety, or property, the Franchising Authority may remove, relay, relocate, or otherwise perform work neces-sary to address the dangerous condition without prior notice to Grantee. The Franchising Authority shall make reasonable efforts to contact Grantee prior to performing such work, or immediately thereafter if prior notice is not practical.

C. Grantee shall at all times keep and maintain the System’s facilities free of all graffiti located thereon. If Franchising Au-thority notifies Grantee that graffiti is located on the System facilities, Grantee shall remove the graffiti within ten (10) business days of the written notice. If Grantee defaults in its obligations hereunder the Franchising Authority may perform the necessary work and charge the reasonable cost thereof to and collect the same from the Grantee.

D. Whenever and wherever Grantee shall rebuild, relocate or construct new cables or lines within the Public Ways of the Town, such cables or lines shall be located in the alleys or utility easements of the Town, however, if such location is not feasible, then a different location within the Public Ways shall be selected, subject to approval of the Town Public Works De-partment. All transmission and distribution structures, other lines, and equipment shall be maintained in good condition, with neat and orderly appearance, and placed so as to mini-mize visual intrusions in the area in which they are placed.

E. The Grantee may trim trees or other natural growth overhanging any of its System in the Service Area to prevent branches from coming in contact with the Grantee’s wires, cables or other equipment. The Grantee shall reasonably compensate the Franchising Authority for any damages caused to the Franchising Authority’s property in the course of trimming, or shall, in Grantee’s sole discretion perform the necessary work itself to redress the damage caused. Work must be performed in a manner satisfactory to the Franchising Authority (including, for example, with respect to the timing of tree replacement, and the type of tree to be planted).

F. Grantee must own or control all components of System placed in the Public Ways, other than a support structure owned by a governmental entity or an entity which itself holds a franchise and which has been authorized to place the support structure within the Public Way. Excluding the support struc-ture owned by such other entity, the System must be under the sole control and management of Grantee; and Grantee shall be liable for all acts or omissions, and all harms associated with that System, or its use of any support structure.

G. Franchising Authority may require Grantee to reasonably cooperate with others to minimize adverse impacts on the Public Ways through joint trenching and other arrangements.

3.1 Restoration of Property. If during the course of the Grant-ee’s construction, operation, or maintenance of the System there occurs a disturbance of any Public Way or other property by the Grantee, it shall, at its expense, replace and restore such Public Way or property to a condition equal to or better than that condition of the Public Way or property existing immedi-ately prior to such disturbance; or, if different, to such condition as may be required by applicable codes and regulation govern-ing the Public Way or property.

3.2 Relocation of System.

A. Grantee may be required to remove and relocate the System, both underground and aerially deployed, subject to such notice as may ordinarily be provided to users of similar structures, if: (a) the structures to which they are attached or located within are removed, ordered to be removed or relocated or (b) to ensure that the structures to which they are attached or located within do not interfere with the use of the Public Way by the Franchising Authority or the public, or present a risk to public health or safety. Grantee shall bear the costs and expenses for any relocation required to achieve a public purpose, including, but not limited to the exercise of the Fran-chising Authority’s police powers to maintain the public health

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safety, and general welfare.

B. To the extent that Grantee is requested to remove or relocate its System to share the use of the Public Way by a third party, nothing herein prevents Grantee from seeking compensation from that third party; or from raising a claim that the obligation to share is being applied in a manner inconsistent with Applicable Law.

C. The rights and privileges granted hereby shall not be in preference or hindrance to the right of the Franchising Authority, or any other governmental agency, improvement district or other authority having jurisdiction, to perform or carry on any public works, public improvements, or public projects. In the event that the System interferes in any way with the construction, maintenance, or repair of such public works, public improvements, or public projects, the Grantee shall (a) immediately commence work to remove or relocate the object of such interference if Emergency circumstances exist or (b) otherwise, within sixty (60) days of notice of such interference (or such longer period as may be reasonably agreed upon by the Franchising Authority), protect or relocate the System, as may be directed by the Franchising Authority or other governmental authority.

D. In any case where the underground portion of the System must be relocated, Grantee may, as an alternative to removing its System, abandon the System in place. If funds are available to users of the Public Way for relocation, nothing herein prevents Grantee from seeking funding for relocation.

3.3 Closing of Public Way. Nothing in this Agreement shall be construed as a waiver or release of the rights of the Franchising Authority in and to Public Way. In the event that all or part of the Public Way within the Service Area is, pursuant to statutory procedures, (1) closed to pedestrian and/or vehicular traffic and/or utilities; or (2) vacated or abandoned, or if ownership of the land in, under or over the affected Public Way is otherwise transferred to another Person, all rights and privileges granted pursuant to this Agreement with respect to such Public Way, or any part of such Public Way so abandoned, vacated, or transferred, shall cease upon the effective date of such closing, vacation, or transfer, and Grantee shall remove the System facilities from such Public Way, except as may be reserved as part of the vacation or abandonment of the Public Way. Nothing herein is meant to preclude Grantee from pursuing any rights it may have under state law against a private Person if the Public Way is vacated for the benefit of that Person. The Franchising Authority shall provide reasonable prior written notice to Grantee of any such closing, vacation, or transfer to allow Grantee to remove and relocate its facilities where the right to continue to occupy and use such Public Way is not reserved for Grantee, and shall work with Grantee to identify alternative routes if facilities must be relocated.

3.4 Undergrounding.

A. For all new installations, extensions, upgrades, and major maintenance of the System, the Franchising Authority may require the Grantee to underground the System as required by Applicable Law, provided such undergrounding is required of all telecommunications system franchisees or other franchisees operating in the Public Ways. As such, Grantee shall construct, operate, and maintain its lines underground, but may place other equipment in vaults or on pedestals above ground where permitted in accordance with the Franchising Authority's normal practices for the affected area.

B. No new aboveground facilities may be placed in a local improvement district where utilities are to be undergrounded, except as otherwise provided in connection with the establishment of that local improvement district. Nothing in this Franchise prevents the Franchising Authority or residents of the Town from requiring Grantee to participate in a plan for a local improvement district, and to relocate, underground or otherwise move or modify its facilities in accordance with the requirements for the local improvement district subject to Applicable Law at the expense of the Franchising Authority or residents of the Town.

3.5 Failure to Perform. If Grantee defaults in its obligations to perform any work hereunder, (including, but not limited to relocation of its System), the Franchising Authority may perform the work, or cause the work to be performed, and charge the actual and reasonable cost thereof to and collect the same from the Grantee. Franchising Authority may not perform the work unless it provides thirty (30) days prior written notice to the Grantee of such default, and Grantee fails to cure such default within the thirty (30) day period, or such other extended period of time, to the extent that a cure is capable of being completed within a reasonable period of time thereafter, and Grantee has commenced a cure of such default within the thirty (30) day period. Notice to Grantee required hereunder, except in the case of emergencies, where there is an imminent threat to Persons or property.

3.6 All Work Performed Safely. All work performed in connection with the System shall be performed in a safe, thorough, workmanlike and reliable manner using materials of good and commercially reasonable quality. The Grantee shall employ ordinary care at all times and employ commonly accepted methods and devices for the prevention of failures and accidents that are likely to cause damage, injury, or nuisance to the public. In addition, the Grantee shall, at its sole cost and expense, undertake all necessary and appropriate efforts to prevent accidents at its work sites, and to comply with all legal and regulatory safety requirements of all permits, licenses, and other forms of approval or authorization. Grantee will comply with Franchising Authority requirements for identification of the System facilities and for identification of employees, subcontractors, vehicles and equipment when performing work within the Public Way. Grantee is responsible for ensuring that all contractors and subcontractors comply with the requirements of this Franchise and Applicable Law when performing work on behalf of Grantee, and is jointly and severally responsible for their acts and omissions.

3.7 Emergency Notification. Grantee shall provide Franchising Authority with a twenty-four (24) hour emergency telephone number at which a representative of Grantee, not voice mail or a recording, can be contacted in the event of an Emergency. Grantee shall respond immediately to address a reported Emergency. Grantee shall be required at all times to have available maintenance crews with a response time of no more than twelve (12) hours.

3.8 Required Reports.

A. Upon request, the Grantee shall provide Franchising Authority, at no cost to the Franchising Authority, a map as previously prepared, used, and relied upon by Grantee in its normal course of business, clearly indicating the approximate

location of all components of the System in the Public Ways. This shall be provided to the Franchising Authority in a format that is GIS compatible or an alternative as agreed to by both the Franchising Authority and the Grantee. Maps of Grantee's System shall be held as proprietary and confidential by the Franchising Authority, and are not intended to be released to any other person or entity unless required by law, and only then, in accordance with Wyo. Stat. § 16-4-203(d)(v).

B. Upon request, Grantee shall provide Franchising Authority, at no cost to the Franchising Authority, documentation of the location of any portion of its System as built in the Public Ways and physically demarcate the location of relevant portions of its System on the ground. The former shall be provided to the Franchising Authority in a format that is GIS compatible or an alternative as agreed to by both the Franchising Authority and the Grantee.

C. Upon request, and to the extent not expressly required under a permit, Grantee will keep the Town Engineer apprised of the status of any work in the Public Ways.

D. Upon request, Grantee shall provide any required certificate of public convenience and necessity, and shall provide other proofs that it has authority to construct, modify, repair, or operate the System.

E. All requests to Grantee pursuant to this section 3.8 may be directed to NetworkOperationsCenter@lumen.com, 1-888-678-7070.

3.9 Temporary Changes for Other Permittees. At the request of any Person holding a valid permit upon reasonable advance notice, Grantee shall temporarily raise, lower, or remove its System facilities, property, or equipment as necessary to allow the moving of a building, vehicle, equipment, or other item. The expense of such temporary changes must be paid by the permit holder, and Grantee may require payment of the estimated cost in advance.

SECTION 4 Franchise Fee, Transfer, and Certain Franchising Authority Rights

4.0 Franchise Fee.

A. As of the Effective Date of this Agreement, and in return for the rights granted hereunder, Grantee shall pay Franchising Authority a franchise fee equal to the greater of five percent (5%) of Gross Revenues generated by the System or \$25,000 per annum ("Minimum Fee"), to be paid in quarterly installments, with each installment due 45 days after the end of the calendar quarter. The Minimum Fee per annum shall increase on an annual basis by three percent (3%). At the request of the Franchising Authority, payments will be made electronically if technically feasible and at no cost to the Grantee. The Franchising Authority may require the Grantee to submit a statement, certified as true by an authorized representative of the Grantee, setting forth its gross revenues. The request shall be made by the Franchising Authority no later than thirty (30) days after the given annual use payment is received, and the Grantee shall have ninety (90) days to respond.

B. The fee may be modified if a court or agency of competent jurisdiction determines that the fee is not in compliance with Applicable Law, competitively neutral or unlawfully discriminates in favor of Grantee, and Grantee may be required to pay a higher, non-discriminatory, and competitively neutral fee. Grantee reserves the right to challenge the franchise fee to the extent it is inconsistent with Applicable Laws.

C. Acceptance of Payment and Recomputation, No acceptance of any payment shall be construed as an accord by the Franchising Authority that the amount paid is, in fact, the correct amount, nor shall any acceptance of payments be construed as a release of any claim the Franchising Authority may have for further or additional sums payable or for the performance of any other obligation of Grantee. Any transactions which have the effect of circumventing payment of the franchise fee, including evasion of payment of the franchise fee by non-reporting of gross revenues, bartering, or any other means which evade the actual collection of revenues for business pursued by the Grantee, are prohibited.

D. Audits. On an annual basis, upon thirty (30) days prior written notice, the Franchising Authority, including the Franchising Authority's auditor or his/her authorized representative, shall have the right to conduct an independent audit of the Grantee's records directly related to determination of the franchise fee owed. Should the Grantee's business records be located in another city or state, the Grantee shall, upon the request of the Franchising Authority, make such records or information available to the Franchising Authority at a convenient location in the Franchising Authority within a time agreed to by the Franchising Authority. Each Party shall pay its own costs and expenses incurred in connection with any such audit, except in the event there is a final and non-appealable determination of an underpayment of five percent (5%) or more of the amount that was due and payable to the Franchising Authority, in which case, in addition to making full payment of the relevant obligation, the Grantee will promptly pay to the Franchising Authority the actual costs and expenses incurred by the Franchising Authority associated with the audit, including attorneys' fees and the professional services of the auditor to perform the audit; provided, however, the Grantee's obligations to pay such costs and expenses shall be capped at \$15,000.00 for any one audit. The Franchising Authority may not retain any person or entity to perform the audit whose compensation for performing the audit is dependent in any manner upon the outcome of any such audit, including the audit findings, the recovery of fees, or the recovery of any other payments. Any additional amount due to the Franchising Authority as a result of the audit, including any applicable interest, shall be paid by the Grantee within thirty (30) days after the Grantee receives a written notice from the Franchising Authority accompanied by a copy of the audit report and any other supporting document necessary to determine the alleged amount due is correct.

E. Late Payments. In the event any payment is not received on the date due, Grantee shall pay interest on the amount due, at the prime rate charged by the bank the Franchising Authority uses as its main depository, on the date the payment was due plus three percent (3%), calculated from the date the payment was originally due until the date the Franchising Authority receives the payment. If Grantee fails to pay any sums herein specified within fifteen (15) days following Grantee's receipt of written notice that such sums are due, such failure to pay following such written notice shall be treated as a default subject to the provisions of Section 7 below. Notwithstanding the foregoing, in the event the Grantee terminates the operation of its System within the Franchising Authority, it shall make a final payment of any amounts past due to the Fran-

chising Authority within ninety (90) calendar days thereof, and shall provide a report for the calendar year through the date of termination of the operations, which report shall contain the information and certification required hereinabove.

F. Tax Liability. The franchise fees shall be in addition to any and all taxes or other levies or assessments which are now or will be required to be paid by businesses by any law of the Town, the State of Wyoming, or the United States including, without limitation, sales, use or other taxes, business license fees or other payments. Payment of the franchise fees under this Franchise will not exempt the Grantee from the payment of any other license fee, permit fee, tax, or charge on the business, occupation, property, or income of the Grantee that may be lawfully imposed by the Franchising Authority.

4.1 Rates to Comply with Applicable Law. The rates to be charged by Grantee for Communications Services shall comply with any enforceable local, state, or federal regulatory authority having jurisdiction. If no governmental official or body has rate setting jurisdiction, Grantee may set rates to be charged, at its sole discretion. To the extent the Franchising Authority may in the future become entitled to set fees and charges for the services provided pursuant to this Agreement, the Franchising Authority reserves the right to regulate the rates, fees, charges, deposits, and associated terms and conditions for any service provided pursuant to this Agreement to the fullest extent permitted by Applicable Law with appropriate procedural due process.

4.2 Transfer of Franchise.

A. The Franchise or System, or control of the Franchise or of the System may not be assigned or transferred directly or indirectly by any means (all collectively referred to herein as "Transfers") other than to a parent, subsidiary, or affiliated corporation or as part of any corporate financing, reorganization, or refinancing without the prior written consent of Franchising Authority, which consent shall not be unreasonably withheld, conditioned or delayed, provided: (1) Grantee is in compliance with this Franchise in all respects; and (2) that the Transfer does not create any additional burden upon the Public Ways or adversely affect the Franchising Authority's interests under this Franchise.

B. Grantee may mortgage, pledge, or hypothecate its interest in the System without prior written consent provided that any such arrangement is subordinate to the terms of this Franchise, and will not permit any Person to succeed to the rights of Grantee under the Franchise without the Franchising Authority's prior written consent, and will not result in any lien extending to municipal property or the Franchise itself.

C. In all cases, an assignee or transferee must accept all obligations of the Grantee, and responsibility for all acts and omissions of Grantee, known and unknown, unless the Franchising Authority expressly agrees otherwise.

D. Except as otherwise provided herein, the Franchise is not divisible by sublease, license or otherwise. Notwithstanding the foregoing, nothing contained herein shall prohibit Grantee from providing Services to its customers.

4.3 Non-exclusive Franchise. The right to use and occupy said streets, alleys, Public Ways and places for the purposes herein set forth shall not be exclusive and the Franchising Authority reserves the right to grant a similar use of said streets, alleys, Public Ways and places to any Person at any period of this Franchise.

4.4 Franchising Authority Rights in Franchise.

A. The right is hereby reserved to the Franchising Authority to adopt, in addition to the provisions herein and existing applicable ordinances, such additional regulations, relative to this Franchise as it shall find necessary in the exercise of its general police powers.

B. The Franchising Authority shall have the right, during the life of this Franchise, at fair market price and negotiated terms and conditions for services, and in accordance with a negotiated service order, to request that the Grantee provide services provided by the Grantee to Franchising Authority offices, core facilities, and/or utilities, including but not limited to Town Hall, Public Works, Police Stations(s), and Fire/EMS stations(s) that are passed by its System within the Town.

C. The Franchising Authority shall have the rights, subject to the provisions of this Franchise to make such inspections of all construction and installation activities undertaken by the Grantee within the Public Ways of the Town as may be necessary to ensure compliance with this Franchise and all applicable Town ordinances.

SECTION 5 Compliance

5.0 Books and Records/Reports

A. In addition to the audit rights provided for in Section 4.0(D) above, the Grantee agrees that the Franchising Authority upon reasonable advance written notice to the Grantee may review such books and records directly related to the Franchising Authority and this Agreement which are kept in the normal course of business at the Grantee's business office, during normal business hours and on a non-disruptive basis, as is reasonably necessary to ensure compliance with the terms hereof.

B. Notwithstanding anything to the contrary set forth herein, subject to Applicable Law, neither the Franchise Authority or Grantee shall be required to publicly disclose information which is proprietary or confidential in nature, absent an appropriate order of a court or agency of competent jurisdiction. The Franchising Authority agrees to treat any information disclosed by the Grantee as confidential 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. The Grantee shall not be required to provide personally identifiable Subscriber information, or other information which Grantee is prohibited by law from disclosing to the Franchising Authority. Nothing herein shall be interpreted to require the Franchising Authority to violate the Wyoming Public Records Act or Sunshine Laws, or to defend against a claim that documents produced must be disclosed. Franchising Authority shall notify Grantee in writing if Franchising Authority receives a request to disclose confidential information, so that Grantee may take appropriate steps to protect its interest.

SECTION 6 Insurance and Indemnification

6.0 Surety Bonds.

A. Grantee shall, as a material condition of this Franchise, and prior to the commencement of any work in the Public Way, deliver to the Franchising Authority a bond in the amount of fifty thousand dollars (\$50,000), payable to the Franchising Authority to ensure the appropriate and timely performance

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of work in the Public Way and compliance with the obligations of its Franchise. The required bond must be with good and sufficient sureties, issued by a surety company authorized to transact business in the State of Wyoming, and satisfactory to the Town Solicitor in form and substance, and must be maintained until all obligations to Franchising Authority under this Franchise (including obligations to remove) are satisfied. The Grantee shall maintain such bond at all times throughout the term of the Agreement and for a period of one (1) year following the expiration or termination of the Agreement.

B. If a higher bond amount would be required by Applicable Law in connection with permits for work in Public Ways, Grantee shall provide an additional bond so that the total bonded amount equals the higher bond requirement.

C. If Grantee fails to timely pay any sum required to be paid pursuant to this Agreement, or fails to perform any obligation or cure an act or omission which the Franchising Authority believes can be remedied in whole or in part through the expenditure of funds, the Franchising Authority may draw upon the bond thirty (30) days after providing Grantee written notice of its intent to do so, unless within that period, Grantee pays the amount owed or performs or cures to the satisfaction of the Franchising Authority. The written notice must state the sum the Franchising Authority believes is owed or performance or cure that Franchising Authority believes may be remedied in part by drawing on the bond. The Franchising Authority may not seek to recover from the bond while any action, appeal or other process has been instituted by Grantee to challenge the amount owed.

D. The total amount of the bond required by this Agreement shall be forfeited in favor of the Franchising Authority if, the Grantee abandons its System in violation of this Franchise at any time during the Franchise Term or any extension thereto.

E. Grantee shall not permit the bond to expire or approach less than thirty (30) days prior to expiration without securing and delivering to the Franchising Authority substitute, renewal or replacement bond in conformance with the provisions of this Agreement.

F. If Franchising Authority notifies Grantee of any amounts due to Franchising Authority or pursuant to this Franchise or Applicable Law, and the Grantee does not make such payment within thirty (30) days, the Franchising Authority may withdraw the amount in question, with any applicable interest and penalties, from the bond by notice to the Grantee and the issuer specifying the amount and purpose of such withdrawal. However, if within this thirty (30) day time frame, Grantee gives written notice it disputes entitlement to payments from Grantee, the Parties shall promptly meet to attempt to resolve the dispute in good faith amongst themselves.

G. If at the time of a withdrawal from the bond by the Franchising Authority, the amount available with the issuer is insufficient to provide the total payment of the claim asserted in the Franchising Authority's notice of withdrawal, the balance of such claim shall not be discharged or waived, but the Franchising Authority may continue to assert the same as an obligation of the Grantee to the Franchising Authority.

6.1 Insurance Requirements.

A. Grantee shall procure and maintain insurance for the duration of this Franchise against any and all claims for injuries to Persons or damages to property which may in any way arise from, or in connection with any work performed in connection with the System or pursuant to this Franchise by Grantee, its agents, representatives, or employees ("Work"). Such insurance shall be in the following minimum amounts, which assume that no hazardous materials will be associated with any part of the System and that the System will be of a kind and type regularly installed in the Public Way. The Franchising Authority may require additional insurance if, in the Franchising Authority's reasonable view, the System presents additional risks to it, the public or property.

B. Minimum Coverages and Limits:

- (1) General Liability: \$1,500,000 per occurrence
- (2) Automobile Liability: \$1,500,000 per occurrence
- (3) Workers' Compensation: Statutory Limits
- (4) Employer's Liability: \$750,000/\$750,000/\$750,000

C. Evidence showing proof of such insurance shall be submitted to Franchising Authority prior to commencement of any work in the Town, which shall also be made available at www.lumen.com/moi. Further, it shall be an affirmative obligation upon Grantee to maintain the insurance policies in full force and effect during the term of the Franchise. Each policy shall require that notice be provided to Franchising Authority thirty (30) days prior to cancellation of the policy. A substitute certification must be provided to the Franchising Authority prior to the date any insurance lapses or otherwise is terminated. Failure to comply with the insurance requirements shall be considered a material breach of this Franchise.

D. The General Liability policy is to contain or be endorsed to name Franchising Authority, its officers, officials, agents, and employees as additional insureds as it relates to the liability arising out of the Work. Such coverage shall be primary and shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

E. Workers' Compensation. Grantee shall maintain Workers' Compensation Insurance for all of Grantee's employees who are in any way connected with the Work. Such insurance shall comply with all applicable state laws and provide a waiver of subrogation against the Franchising Authority, its officers, officials, agents, and employees. Grantee and/or its insurers are responsible for payment of any liability arising out of Workers' Compensation, unemployment, or employee benefits offered to its employees

F. Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A-VII and licensed to do business in the State of Wyoming, unless otherwise approved by Franchising Authority, and Grantee shall not self-insure in satisfaction of any of the insurance requirements set out herein without the express written consent of Franchising Authority.

6.2 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 construction, modification, repair, or operation of the System. Provided, the Franchising Authority shall give the Grantee written notice of its obligation to indemnify the Franchising Authority within fifteen (15) days of service of a claim or action subject to this Section. If Grantee assumes the defense in a timely manner, and the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority.

6.3 Grantee to Have No Recourse. Except to the extent provided for herein, Grantee specifically agrees it will not seek monetary damages from Franchising Authority for any loss, cost, expense, or damage arising out of any provision or requirement of this Franchise, or enforcement of this Franchise, nor from the Franchising Authority's exercise of its authority to grant additional Franchises, but shall only be entitled to seek declaratory or injunctive relief. The Franchising Authority shall not be liable, unless directly and proximately caused by the negligence or willful, intentional or malicious acts of the Franchising Authority, for any damage to or loss of any part of its System within the Public Way as a result of or in connection with any public works, public improvements, construction, excavation, grading, filling, or work of any kind in the Public Way by or on behalf of the Franchising Authority.

SECTION 7 Enforcement and Termination of Franchise

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

7.1 Grantee's Right to Cure or Respond. The Grantee shall have thirty (30) days from receipt of the notice described in Section 7.0: (a) to respond to the Franchising Authority, contesting the assertion of noncompliance, or (b) to cure such default, or (c) in the event that, by the nature of default, such default cannot be cured within the 30-day period, Grantee shows within that 30-day period that it has initiated reasonable steps to remedy such default as promptly as is possible, and by a date certain. If Grantee fails to promptly complete the cure to the satisfaction of the Franchising Authority, the Franchise may be terminated after public hearing without further notice or opportunity to cure.

7.2 Public Hearing. In the event that the Grantee fails to respond to the notice described in Section 7.0 pursuant to the procedures set forth in Section 7.1, or in the event that the alleged default is not remedied to the satisfaction of the Franchising Authority within thirty (30) days, the Franchising Authority shall schedule a public hearing to consider any objections Grantee has raised with respect to the claimed default, and investigate the default to consider whether to terminate the Franchise. The Franchising Authority shall notify the Grantee in writing of the time and place of such public hearing and provide the Grantee with an opportunity to be heard.

7.3 Enforcement. Subject to applicable federal and state law, in the event the Franchising Authority, after such meeting, 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.

If the Franchise is revoked, nothing herein prevents Grantee from contesting the validity of the revocation in a court of competent jurisdiction. Except where continued operation would present a risk to the safety of Persons or property, Franchising Authority shall permit Grantee to continue to operate its System during the pendency of the dispute subject to the terms and conditions of this Franchise.

7.4 Impossibility of Performance. If either Franchising Authority or Grantee is prevented or delayed from fulfilling any term or provision of this Franchise by reason of fire, flood, earthquake, or like acts of nature, wars, revolution, civil commotion, explosion, acts of terrorism, embargo, an action of government acting in its sovereign capacity that prevents performance hereunder, or similar events then performance shall be excused for the period it is prevented or delayed, and the affected party shall endeavor to remove or overcome such inability as soon as reasonably possible. Provided that, this provision does not excuse a failure to perform under Sections 3.0.A, 3.1-3.3 or 3.7, or prevent Franchising Authority from exercising its rights under those sections or Section 3.5.

7.5 Franchising Authority Termination Right. Franchising Authority shall have the right to terminate this Franchise (i) if the Franchising Authority is mandated by law, a court order or decision, or the federal or state government to take certain actions that will cause or require the removal of the System from the Public Ways; or (ii) if Grantee's licenses to operate the System and/or provide Communications Service are terminated, revoked, expired, or otherwise abandoned; or (iii) any material term is declared unenforceable; or (iv) there is a default by Grantee that is not cured within the time limits set forth within this Franchise.

7.6 Removal due to Termination or Abandonment. Following the termination of the Franchise for any reason, or in the event Grantee ceases to operate and abandons the System, Grantee shall, within one hundred twenty (120) days or such other reasonable time period as the parties may otherwise agree, remove the System from the Public Ways and restore the Public Ways to specifications reasonably prescribed by Franchising Authority. If Grantee defaults in its obligations hereunder, the Franchising Authority may perform the necessary work and charge the reasonable cost thereof to and collect the same from Grantee. Provided that, removal is not required as to any part of the System which Grantee has separate authority from the State or from the Franchising Authority to remain in place. Provided further, Grantee may request the right to abandon its System in place, and Franchising Authority may permit that abandonment where it determines abandonment is in the public interest, and will not unduly burden the Public Way. Abandonment may be conditioned on providing all right and title to the portion abandoned to the System, free and clear of any encumbrances, so that the Franchising Authority may use, remove or otherwise dispose of the same as it determines appropriate.

SECTION 8 Miscellaneous Provisions

8.0 Actions of Parties. In any action by the Franchising Authority or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such

approval or consent shall not be unreasonably withheld.

8.1 Compliance with Applicable Law. In addition to the requirements of this Agreement, the Grantee shall adhere to all Applicable Laws including obtaining and remaining in compliance with all permits, licenses, certifications, grants, registration, or any other authorization required by any appropriate governmental entity, including the Franchising Authority, the Federal Communications Commission, or the Wyoming Public Service Commission.

8.2 Change of Law Consultation. The Parties agree to consult in the event that any court, agency, commission, legislative body, or other authority of competent jurisdiction issues a finding or takes an action that limits the validity or enforceability of this Agreement, in whole or in part. Should the finding be final, non-appealable, and binding upon either the Franchising Authority or the Grantee, this Agreement shall be deemed modified or limited to the extent necessary to address the subject of the finding unless either Party, within thirty (30) days of receipt of the ruling, provides written notice to the other Party of election to terminate, in which case this Agreement shall terminate within six (6) months of such notice or such earlier period as the Parties mutually may agree. Where the effect of a finding is a modification of this Agreement, the Parties shall enter into good faith negotiations to modify this Agreement in the manner which best effectuates its overall purposes and the intentions of the Parties. Failure to reach a mutually satisfactory modification within one hundred eighty (180) days of the commencement of such efforts shall entitle either Party to terminate this Agreement on the provision of thirty (30) days' written notice.

8.3 Theft of Service. In addition to those criminal and civil remedies provided by state and federal law, it shall be a misdemeanor for any Person to create or make use of any unauthorized connection, whether physically, electrically, acoustically, inductively, or otherwise, with any part of the System without the express consent of the Grantee. Further, without the express consent of the Grantee, it shall be a misdemeanor for any Person to tamper with, remove, or injure any property, equipment, or part of the System or any means of receiving services provided thereto. Subject to applicable federal and state law, the Franchising Authority shall incorporate into its criminal code, if not presently a part thereof, criminal misdemeanor law which will enforce the intent of this Section.

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

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

Town of Jackson, Town Administrator
P.O. Box 1689, 150 E. Pearl Avenue, Jackson, WY 83001

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

Qwest Corporation d/b/a CenturyLink, Network Infrastructure Support

931 14th Street, Denver, CO 80202

Attn: Network ROW

With a copy to:

Qwest Corporation d/b/a CenturyLink, Assistant General Counsel, Right of Way

931 14th Street, 9th Floor, Denver, CO 80202

The Franchising Authority and the Grantee may designate such other address or addresses from time to time by giving written notice to the other. Notwithstanding any other provision hereof, in the event of an Emergency or in a case where there is an imminent hazard to persons or properties, notice may be provided by telephone to the emergency contact required by this Agreement.

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

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

8.7 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.

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

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

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

8.11 No Advertisement. Grantee shall not place any advertisement or other notice on or about the System which identifies the Grantee in any way (except for emergency notification postings, or postings required by law).

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

8.13 Merger. This document contains the entire agreements of the parties hereto with respect to the Franchise. No provision of this Franchise may be amended or added to except by an agreement in writing signed by the parties hereto or respective successors in interest.
IN WITNESS WHEREOF, the parties hereto have entered into

• Public Notices •

this Franchise Agreement on _____, 2025

Town of Jackson, WY

By:
Arne O. Jorgensen, Mayor

ATTEST:
Riley Hovorka, Town Clerk

Qwest Corporation, d/b/a CenturyLink QC, Grantee

By:
Title:
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.

APPENDIX A
LISTING OF SERVICE CATEGORIES INCLUDED IN "GROSS REVENUE" FOR CALCULATION OF FRANCHISE FEES

INTRASTATE TELECOM SERVICES
For purposes of this Agreement, the Parties agree that the categories to be included in Gross Revenue shall be the same funding categories used to determine Grantee's payment obligations to the Wyoming Universal Service Fund for services rendered within the jurisdictional boundary of the Franchising Authority. These categories include:

- 1) Local Exchange Service
 - 2) Local Private Line
 - 4) Intrastate Switched Toll (Long Distance)
 - 5) Alternate Access and Directory
 - 6) Intrastate VOIP Services
 - 7) Other Intrastate Retail Revenue (Paging, Pay Telephone, etc)
 - 8 Other Services and Charges (Service Line Charges, etc)
- THE FOLLOWING IS A NON-EXCLUSIVE LISTING OF CATEGORIES OF REVENUE NOT REPRESENTING THE RETAIL SALE OF LOCAL ACCESS SERVICES AND THEREFORE EXCLUDED FROM THE DEFINITION OF "GROSS REVENUES" AND, THEREFORE, ARE NOT INCLUDED IN THE CALCULATION OF ANY FEE DUE TO THE CITY:

- 1) Proceeds from the sale of bonds, mortgages, or other evidences of indebtedness, securities or stocks
- 2) Bad debt write-offs
- 3) Revenue from directory advertising
- 4) Any amounts collected from customers that are to be remitted to a federal or state agency as part of a Universal Service Fund or other government program, including but not limited to support for the hearing impaired
- 5) Any amounts collected for taxes, fees, or surcharges and paid to the federal, state or local governments
- 6) Revenues from internet access
- 7) Revenues from digital or other electronic content, such as computer software, music and video downloads
- 8) Revenues from equipment sales, rentals, installation and maintenance
- 9) Revenues from any carrier purchased for resale, provided that such carrier pays fees to the Town for use of the public rights of way.

R. Hovorka, Town Clerk.

Publish: 07/23/25

GENERAL PUBLIC NOTICES

• PUBLIC NOTICE •

ELECTION NOTICE

TETON VILLAGE IMPROVEMENT & SERVICE DISTRICT

The Teton Village Improvement & Service District will hold an election for a Director position on November 4, 2025, as follows:

One Director (1) shall be elected to serve a term of four (4) years

The filing officer is Shawn Reichel, Secretary, c/o: Teton Village Improvement & Service District
P.O. Box 413
Teton Village, WY 83025

Applications for nomination must be filed between August 6 and August 26, 2025.
Publish: 07/23, 07/30/25

Gros Ventre West Special Improvement District will hold an election for one director on November 4, 2025, for the Gros Ventre West subdivision and the Gros Ventre West subdivision 2nd filing. The term of office is four years. Candidates must be qualified electors of the district and have until August 26, 2025 to file an application. Applications and correspondence should be sent to GVVW-SID, PO Box 1845, Jackson, WY, 83001. This is a mail ballot election but votes may be cast at the Teton County Clerk's office at 200 S. Willow, Jackson, WY on November 4, 2025.
Publish: 07/23/25

NOTICE OF ELECTION O BAR B IMPROVEMENT AND SERVICE DISTRICT

Please take notice that an election of the Board of Directors for the O Bar B Improvement and Service District, Teton County, Wyoming shall be held on Tuesday, November 4, 2025. Candidates for the office of director shall file with the Secretary of the District an application for election no earlier than August 6, 2025 and no later than August 26, 2025. The election shall be for three directors who shall each serve a four-year term which term shall commence at the next regularly scheduled meeting thereafter.
Publish: 07/23/25

• CONTINUED PUBLICATIONS •

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

In Re. the Matter of the Estate of:
David Ivan Basye,

Deceased.

Probate No.: 2025-CV-0019342

NOTICE OF PROBATE

You are hereby notified that the Last Will and Testament of David Ivan Basye dated June 14, 1999 was filed with the above-named court. Any action to set aside the Will shall be filed in the Court within three (3) months from the date of the first publication of this Notice or thereafter be forever barred.

Notice is further given that all persons indebted to David Ivan Basye or to David Ivan Basye's estate are requested to make immediate payment to the undersigned in care of Geittmann Larson Swift LLP, PO Box 1226, Jackson, Wyoming 83001.

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, with a copy thereof to undersigned counsel, on or before three (3) months after the date of the first publication of this notice; and if such claims are not so filed, unless otherwise allowed or paid, they will be forever barred.

DATED this July 3, 2025.

[signed]
Clay D. Geittmann, WYSB 6-3169
Geittmann Larson Swift LLP
155 East Pearl Avenue, Suite 200
P.O. Box 1226 Jackson, Wyoming 83001
(307) 733-5890 – voice

Publish: 07/16, 07/23, 07/30/25

PROCLAMATION OF ELECTION WILSON SEWER DISTRICT

BUDGET HEARING NOTICE

Budget Hearing Notice
Buffalo Valley Water District 2026 Budget

The Board of Directors of the Buffalo Valley Water District will hold a meeting on 7/23/25 at 6:00 PM at 25695 Buffalo Run, Moran, WY. A proposed budget for FY 2026 will be presented and comments by members of the District will be taken. Following member's comments, the Board will consider and adopt a final Amended budget.
Publish: 07/09, 07/16, 07/23/25



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