

Jackson Hole News&Guide

Public

NOTICES

What is a Public Notice?

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

How to place a Public Notice

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LEGAL DEADLINE: THURSDAY AT 3:00 PM

DECEMBER 18, 2019

TETON COUNTY DIVISION OFFICES

• PUBLIC NOTICE •

The Teton County Weed and Pest District has cancelled the regular monthly board meeting for December. The next meeting will be Tuesday, January 28 at noon at the District offices at 7575 South Highway 89. Questions please call 733-8419.
Publish: 12/18/19

• CONTINUED PUBLICATIONS •

Teton County/Jackson Parks and Recreation Department

FORMAL REQUEST FOR BID

The Teton County/Jackson Parks and Recreation Department is accepting bids for the 2020 Recreation Center Custodial Services. The work shall generally consist of daily cleaning of the recreation center entrance, lobby, lobby restrooms, general purpose room, administrative offices, gymnasium, adjoining hallways and all locker rooms. Additionally, weekly, monthly and quarterly cleaning responsibilities are also part of the scope. Anticipated service period covered by this bid is February 1, 2020 through December 31, 2020.

Separate, sealed BIDS shall be received by the Teton County/Jackson Parks and Recreation Department administration at 155 East Gill Ave, PO Box 811, Jackson WY 83001, until 3:00 P.M. (Local Time), January 2, 2020.

The CONTRACT and BID DOCUMENTS may be examined and/or obtained at the following location:

Teton County/Jackson Recreation Center
155 East Gill Avenue
Jackson, WY 83001

For information concerning the project, please contact: Rick Smith at 307-732-5763 or rsmith@tetoncountywy.gov
Publish: 12/11, 12/18/19

TOWN OF JACKSON NOTICES

• OFFICIAL PROCEEDINGS •

TOWN COUNCIL PROCEEDINGS - UNAPPROVED
DECEMBER 2, 2019 JACKSON, WYOMING
The Jackson Town Council met in regular session in the Council Chambers of the Town Hall located at 150 East Pearl at 6:00 P.M. Upon roll call the following were found to be present: MAYOR: Pete Muldoon. COUNCIL: Arne Jorgensen, Jim Stanford, and Jonathan Schechter. Hailey Morton Levinson was absent. STAFF: Larry Pardee, Roxanne Robinson, Tyler Sinclair, Lea Colasuonno, Todd Smith, Roger Schultz, Paul Anthony, Brendon Conboy, Tyler Valentine, Johnny Ziem, Susan Scarlata, Stephen O'Donnell, Jan Roberts, and Darren Brugmann.

Mayor Muldoon recognized the passing of Kirk and Jim Hansen and family members and called for a moment of silence. Mayor Muldoon read a Proclamation recognizing the Jackson Hole Youth Hockey's successful season.

Mayor Muldoon introduced the following new employees: Stephen O'Donnell - Police Officer, Susan Scarlata - Public Engagement Specialist, and Jan Roberts – START Dispatch Supervisor.

Public Comment. There was no public comment.

Consent Calendar. There was no public comment on the consent calendar. A motion was made by Jim Stanford and seconded by Jonathan Schechter to approve the consent calendar including items A-I as presented with the following motions.

A. Meeting Minutes. To approve the meeting minutes as presented for the November 4, 2019 regular meeting and November 20, 2019 special workshop.

B. Disbursements. To approve the disbursements as presented. Ace Hardware \$291.41; Advanced Glass Trim, LLC \$260.00; Advanced Industrial Supply Inc \$1,721.98; Airgas Usa, LLC \$4,144.02; Allen, Barbara \$312.03; Amazon Capital Services \$881.85; Amerigas \$925.34; At&T \$282.09; Auto Detail Of Jackson \$475.00; Big R Ranch & Home \$179.98; Carquest Auto Parts Inc. \$935.98; Centurylink \$1,932.75; Chargepoint, Inc \$57,419.00; Charlier Associates Inc. \$21,777.29; Charter \$1,617.03; City Of Cody \$350.00; Control System Technology, Inc. \$1,726.50; Convergeone, Inc \$5,579.75; Core & Main LP \$3,240.66; Davis, Robin \$403.18; DBR Inc. \$2,721.00; Delcon Inc \$3,351.03; E.R. Office Express \$316.66; Energy Laboratories Inc. \$396.00; Etna Trade Park LLC \$3,230.00; Evans Construction Inc \$28,438.87; Fitzgerald, Todd \$6,922.00; Geittmann Larson Swift LLP \$5,035.00; High Country Linen \$564.03; Holland, Elizabeth \$7,975.00; Host Compliance, LLC \$10,742.00; Innovyze \$2,520.00; Jackson Animal Hospital \$150.00; Jackson Curbside Inc. \$1,335.00; Jackson Hole News & Guide \$1,972.83; Local Gov't Liability Pool \$1,000.00; Matthew Bender & Co., Inc. \$60.08; Mike's Oil-field Services Inc \$8,658.00; Muldoon, Peter \$175.02; Municipal Code Corporation \$2,900.00; Napa Auto Parts Inc. \$11.42; O'Donnell, Stephen \$267.75; Oldcastle Precast Inc \$2,012.00;

Outpost Property Management \$63.00; Respond First Aid Systems \$257.02; Ross Concrete Const Llc \$135.00; Shuttle Bus Leasing \$47,250.00; Silver Creek Supply \$6.64; Snake River Roasting \$247.10; Spring Creek Animal Hospital \$86.38; Stephens, Shawn \$946.62; Superior \$11,186.23; Teton County Integrated Solid Waste/Recy \$1,542.96; Teton County Transfer Station \$391.00; Themadjaja, Jamie Lynn \$63.00; Thomson West \$45.00; Three Elephant Public Relations \$15,000.00; Ups \$8.10; Visa \$22,127.16; W.W. Grainger, Inc. \$10.44; WAM \$690.00; WYDOT \$2.00; Wyoming.Com Inc \$5.00.

C. Municipal Court Report for October 2019. To accept the October 2019 Municipal Court report into the record as presented.

D. Special Event: Pedigree Stage Stop Race Ceremonial Start. To approve the application of Pedigree Stage Stop Sled Dog Race special event on Friday, January 31, 2020, subject to the conditions and restrictions listed in the staff report.

E. Temporary Sign Permit: Winter People's Market (P19-256). To approve the temporary banner in conjunction with Slow Food of the Tetons subject to three (3) conditions of approval 1) The use of the site shall be granted by the property owner 2) The sign shall not be located on the sidewalks or in the public right of way 3) The sign for the Winter People's Market may be installed at 920 W. Broadway Avenue, The Lodge at Jackson Hole Conference Center on December 21, 2019, January 11 and 25, 2020, February 15 and 29, 2020, March 14 and 28, 2020, and April 11 and 25, 2020.

F. Temporary Sign Permit: Tribe JH Christmas (P19-271). To approve the temporary banner in conjunction with Tribe JH subject to three (3) conditions of approval 1) The use of the site shall be granted by the property owner 2) The sign shall not be located on the sidewalks or in the public right of way 3) The sign for the Tribe Christmas may be installed at 105 Buffalo Way, Albertson's during: December 8, 2019 to December 14, 2019 and December 22, 2019 to December 28, 2019.

G. Temporary Sign Permit: St. John's Rebrand (P19-272). To approve the temporary banner in conjunction with St. John's Health subject to three (3) conditions of approval 1) The use of the site shall be granted by the property owner 2) The sign shall not be located on the sidewalks or in the public right of way 3) The sign for the St. John's may be installed at 625 E. Broadway Ave., St. John's during December 16, 2019 to December 28, 2019.

H. Equipment Purchase for Wastewater Treatment Plant. To approve the purchase of a John Deere 950 Tractor in the amount of \$66,105.02, subject to any minor revisions by the Town Attorney.

I. Disposal of START Surplus Vehicles. To declare bus numbers 274, 295, 299, and 321 as surplus and direct staff to list the vehicles on the government surplus asset website GovDeals. Should the vehicles not sell, staff is directed to work with appropriate metal, or truck recyclers/salvage, and tow companies to have the vehicles removed from Town property.

J. Amendment No. 2 to a Shared Appreciation Mortgage. To approve Amendment No. 2 as proposed and authorize the Mayor to execute any necessary documents related to this approval. There was no public comment on the Consent Calendar. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Cooperative Agreement with Wyoming Game and Fish. A motion was made by Jonathan Schechter and seconded by Arne Jorgensen to approve a Cooperative Agreement with the Wyoming Game and Fish that sets forth the terms and conditions to locate, operate, and maintain an outfall or effluent drain into the Habitat Wetland Ponds and the South Park Wildlife Habitat Management Area. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Annexation Petition from Monroe Partners Old West LLC. Roxanne Robinson and Larry Pardee made staff comment. Mayor Muldoon opened a public hearing on this annexation. There was no public comment. Mayor Muldoon closed the public hearing. A motion was made by Jonathan Schechter and seconded by Arne Jorgensen to find that the annexation petition from Monroe Partners Old West LLC, for property generally described as a 3.72-acre parcel located at 1150 West Highway 22, complies with Wyoming Statute §15-1-402 and direct that the Property be annexed and incorporated pursuant to state statute. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Annie's Kitchen LLC Application for a new Restaurant Liquor License. Roxanne Robinson made staff comment. Mayor Muldoon opened a public hearing to hear protests against the issuance of this liquor license. No protests were given. Mayor Muldoon closed the public hearing. A motion was made by Jonathan Schechter and seconded by Arne Jorgensen to approve the issuance of a restaurant liquor license to Annie's Kitchen LLC dba Annie's Thai Kitchen for the remaining license year ending 3/31/2020, subject to the conditions listed in the staff report and further direct the Town Clerk to issue the licenses upon confirmation that the conditions of approval have been met within the timeframe set forth in Wyoming Statute 12-4-103(a)(iv).

1) Prior to liquor license issuance, the applicant shall comply with all Town of Jackson Building Codes, Fire, Health & Safety Codes, and the Land Development Regulations, and will have obtained all required permits and approvals from all applicable Town/County departments.

2) Prior to liquor license issuance, the applicant shall provide a copy of the food service permit.

3) Any additional minor corrections deemed necessary by staff and the Wyoming Liquor Division

Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Item P19-199, -200: Development Plan and Conditional Use

Permit at 540 Cache Creek Drive. Brendon Conboy made staff comment. There was no public comment.

Item A. Development Plan: Based upon the findings for a Development Plan as presented in the staff report and by the applicant for Item P19-199 related to 1) Consistency with the Comprehensive Plan; 2) Achieves purpose of NRO & SRO overlays; 3) Impact of public facilities & services; 4) Compliance with Town Design Guidelines; 5) Compliance with LDRs & Town Ordinances; 6) Conformance with past permits & approvals, a motion was made by Jim Stanford and seconded by Arne Jorgensen to make findings 1-6 as set forth in Section 8.3.2.C (Development Plan) of the Land Development Regulations to approve a land division at 540 Cache Creek Drive, subject to the department reviews attached hereto. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Item B. Hillside Conditional Use Permit: Based upon the findings as presented in the staff report and as made by the applicant for Item P19-200, a motion was made by Jim Stanford and seconded by Arne Jorgensen to make findings 1-8 as set forth in Section 8.4.2. (Conditional Use Permit) of the Land Development Regulations related to 1) Compatibility with Future Character; 2) Use Standards; 3) Visual Impacts; 4) Minimizes adverse environmental impact; 5) Minimizes adverse impacts from nuisances; 6) Impact on Public Facilities; 7) Other Relevant Standards/LDRs; and 8) Previous Approvals for a Conditional Use Permit as well as findings required by Sec. 5.4.1 Steep Slopes regarding hillside mitigation measures to approve a Hillside CUP for a land division at the property addressed as 540 Cache Creek Drive, subject to the departmental reviews attached hereto. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Item P19-228: Subdivision Plat at 725 Cache Creek Drive. Tyler Valentine made staff comment. There was no public comment.

Based upon the findings as presented in the staff report and as made by the applicant for Item P19-228, a motion was made by Arne Jorgensen and seconded by Jim Stanford to make findings 1-4 as set forth in Section 8.5.3.C (Subdivision Plat) of the Land Development Regulations relating to 1) Conformance with Development Plan or Development Option Plan; 2) Complies with standards of Section 8.5.3. Subdivision Plat; 3) Complies with standards of Division 7.2. Subdivision Standards; 4) Complies with other relevant standards of these LDRs, and to approve a Subdivision Plat for a 2-lot subdivision at the property addressed at 725 Cache Creek Drive subject to the departmental reviews attached hereto and the following conditions:

1. Within thirty (30) calendar days from the date of Town Council approval, the applicant shall satisfactorily address all comments made by the Town of Jackson and other reviewing entities in the Departmental Reviews and submit the corrections to the Planning Department. The Planning Director shall review and approve all required changes prior to recording the plat with the County Clerk.

2. Park and School Exactions shall be paid at the time of plat recording.

Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Item P19-229: Amendment to Teton Village Master Plan. Paul Anthony made staff comment. A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to continue item P19-229 to the Council's regular meeting on December 16, 2019. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Snow King Master Plan. Tyler Sinclair made staff comment. Public comment was given by: Jeff Golightly, Kevin Cochary, Beverly Horton, David Navertil, Darryl Miller, Bill Maloney, Martin Hagen, Shane Rothman, Brian Krill, Geneva Chong, Rod Newcomb, Zahan Billimoria, Noah Hosniss, Brooke Sausser, Ruth Ann Petroff, Maureen Murphy, and Skye Schell. A motion was made by Jonathan Schechter and seconded by Arne Jorgensen to continue this item to the December 16 regular Town Council meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Item P19-218: Amendment to Planned Unit Development (PUD) at 5875 N Spring Gulch Road for Jackson Hole Golf & Tennis. Paul Anthony and Hamilton Smith made staff comment. Alex Klein made public comment. Town Council provided comments to be presented to Teton County. No motion was made.

Ordinances. A motion was made by Jim Stanford and seconded by Jonathan Schechter to read ordinances in the short tile Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Ordinance K: An Ordinance Granting a Telecommunication Franchise to Qwest Corporation dba CenturyLink QC.

AN ORDINANCE GRANTING A FRANCHISE TO QWEST CORPORATION D/B/A CENTURYLINK QC ON BEHALF OF ITSELF TO OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM FOR THE PURPOSE OF SUPPLYING SERVICE TO THE TOWN OF JACKSON AND PROVIDING AN EFFECTIVE DATE. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED, THAT: A motion was made by Jonathan Schechter and seconded by Arne Jorgensen to approve Ordinance K on second reading. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Ordinance M: An Ordinance Annexing 1150 Highway 22 into the Corporate Limits of the Town of Jackson, Amending the Zoning District Map, and Amending the Corporate Limits of the Town of Jackson
AN ORDINANCE ANNEXING CERTAIN REAL PROP-

• Public Notices •

ERTY INTO THE CORPORATE LIMITS OF THE TOWN OF JACKSON; AMENDING THE ZONING DISTRICT MAP TO INCLUDE THE ANNEXED PROPERTY AND CLASSIFY IT AS A PART OF THE COMMERCIAL RESIDENTIAL (CR-3) ZONING DISTRICT WITHIN THE SCENIC RESOURCES (SRO) AND NATURAL RESOURCES OVERLAY (NRO) DISTRICTS; AMENDING THE CORPORATE LIMITS OF THE TOWN OF JACKSON; AND PROVIDING FOR AN EFFECTIVE DATE. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED, THAT:

A motion was made by Jonathan Schechter and seconded by Arne Jorgensen to approve Ordinance M on first reading. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Matters from Mayor and Council.

Consideration of comment to the Jackson Hole Airport Board regarding scenic helicopter flights in proximity to Grand Teton National Park. Public comment was made by Joe Albright and Brooke Sausser. A motion was made by Jim Stanford and seconded by Jonathan Schechter to approve the letter to the Jackson Hole Airport Board and send it to the Airport Board with the Resolution from 2001 attached. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Public Art Taskforce Appointments. Mayor Muldoon appointed Morgan Jaouen, Katy Ann Fox, and Tammi Hanawalt to three year terms on the Public Art Taskforce expiring April 30, 2022, and request a motion from the Town Council to consent to these appointments. A motion was made by Jim Stanford and seconded by Arne Jorgensen that the Town Council consents to the Mayor's appointments to the Public Art Taskforce. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Cancel January 21, 2020 Council Workshop and Regular Meeting (retreat). A motion was made by Jonathan Schechter and seconded by Arne Jorgensen to cancel the January 21 workshop and regular meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Confirm Location for January 21-22, 2020 Council Retreat. A motion was made by Jonathan Schechter and seconded by Jim Stanford to approve Spring Creek Resort for the 2020 retreat location subject to inspection by Larry Pardee and Roxanne Robinson. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Legislative Session Lodging. A motion was made by Jim Stanford and seconded by Arne Jorgensen to direct staff to begin the process of looking into lodging in Cheyenne and to proceed with reserving a location and ask staff to get back to the group with a schedule so that coverage is provided during the session as appropriate. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Board and Commission Reports. There were no board and commission reports.

Town Manager's Report. No action was taken on the Town Manager's Report and it was continued to the December 16 meeting.

Adjourn. A motion was made by Jonathan Schechter and seconded by Arne Jorgensen to adjourn the meeting. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried. The meeting adjourned at 10:38 p.m.

minutes:rdvr

Publish: 12/18/19

SPECIAL JOINT INFORMATION PROCEEDINGS - UNAPPROVED

TOWN COUNCIL AND BOARD OF COUNTY COMMISSIONERS MEETING

DECEMBER 11-12, 2019 JACKSON, WYOMING

The Jackson Town Council met in conjunction with the Teton County Commission in a special joint information meeting (JIM) in the Teton County Library located at 125 Virginian Lane at 8:07 a.m. Upon roll call the following were present: TOWN COUNCIL: Pete Muldoon, Hailey Morton Levinson, Arne Jorgensen, Jonathan Schechter, and Jim Stanford. COUNTY COMMISSIONERS: Chair Natalia Macker, Greg Epstein, Mark Barron, Mark Newcomb, and Luther Propst. STAFF: Larry Pardee, Roxanne Robinson, Tyler Sinclair, Lea Colasuonno, Paul Anthony, Carl Pelletier, Johnny Ziem, Sherry Daigle, Alyssa Watkins, Kristen Waters, Chris Neubecker, April Norton, Steve Ashworth, Kristi Malone, Darren Brugmann, Shelley Fairbanks, and Sandy Birdyshaw.

Town Council Consent Calendar. There was no public comment on the consent calendar. A motion was made by Jonathan Schechter and seconded by Hailey Morton Levinson to approve the consent calendar including item A as presented with the following motion.

A. 174 North King Street Ground Lease Agreement with Jackson Hole Community Housing Trust. To approve the Ground Lease for the King Street Condominiums as presented. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Growth Management Plan (GMP). Tyler Sinclair made staff comment and introductory remarks that the purpose of this meeting was to consider enhancements to the Comprehensive Plan that were proposed through the GMP review process and to provide direction for enhancements to be included in the draft update to the Comprehensive Plan. Staff has consolidated 900+ public comments received during the public outreach programs to eight Category 1 Enhancements. Bruce Meighen and Kristy Bruce of Logan Simpson Design, and Alex Norton of OPS Strategies were introduced.

Bruce Meighen facilitated an overview of each proposed enhancement and the Council and Commission's discussion. The first enhancement was A. Aspire to Big Goals. Recommendations included A1. to update each of the ten Comprehensive Plan section goals to be aspirational and measurable. It was further recommended to investigate another word to replace "aspirational" that was more suited to measurable, attainable goals but also encouraged ambitious, bold ideas and concepts. A2. was to update the GMP review structure to have an Ecosystem Stewardship target (2012 GHG), Growth Management target (60/40), and Quality of Life target (65%). It was recommended to revisit the term quality-of-life to be more meaningful and measureable. A3. was to create a Principle 9.3 that supplements the annual, tactical monitoring and work planning (Principle 9.2) with a commitment to a culture of planning that looks far beyond our current planning models to new ones that directly tackle the challenges that we face now and will in the future. A4. was to add public engagement, planning processes and outreach policies to Principle 9.2 regarding annual, tactical engagement and Principle 9.3 regarding continuous engagement on community values and aspirational

opportunities.

Discussion continued on recommendation A2. to leave 2012 greenhouse gas emissions in the ecosystem stewardship target or to only leave a placeholder; there was general consensus to leave the Ecosystem Stewardship green boxes blank and define them in the future.

The second enhancement was B. Improve Water Quality. Recommendations included B1. to update Principle 1.2 to focus on enhancing surface and groundwater quality; B2. to adopt a strategy to develop a water quality enhancement plan; B3. to update Policy 1.2.c to commit to coordinated water quality monitoring with Teton Conservation District. It was further recommended to expand B3. to ensure comprehensive, holistic monitoring of both surface and subsurface waters throughout the entire valley. A B4. was added for funding mechanisms. The third enhancement was C. Emissions Reduction and Climate Action Plan. Recommendations included C1. to update the Section 2 goal to speak directly to reducing greenhouse gases to limit climate change and planning for climate change that is certain to occur; C2. to adopt a strategy to replace Section 2 with a revised statement of principles and policies around emissions reduction and climate change adaptation; and C3. to adopt a strategy to develop an Emissions Reduction and Climate Action Plan to implement the revised Section 2. The fourth enhancement was D. Provide Housing Options. Recommendations included D1. to amend Policy 4.3.b to reflect that updated zoning has been adopted in transitional subareas and development is encouraged to utilize the allowances and incentives in that zoning; D2. to add a Strategy to make impactful investments in infrastructure and catalyze investments in housing projects in transitional subareas; D3. to add a strategy to develop neighborhood plans for transitional residential subareas that address easing the transition for existing residents; and D4. to add a strategy to develop a goal for the human character of the community, including necessary updates to the principles and policies throughout Section 5-8, Common Value 3.

The fifth enhancement was E. No Additional Growth / Growth Areas / Growth Boundaries. Recommendations included E1. to update Policy 3.1.a to reflect residential and nonresidential caps at pre-2012 development potential.

Greg Epstein left the meeting at 11:30 a.m. Recommendation E2. was to add a policy in Principle 3.1 that creates a priority list of corrective actions to address when lack of housing provision is identified, and clearly state that only the first action is deemed necessary in 2019, to remove barriers and catalyze development in existing high-density zones through impact infrastructure investment and support for projects that utilize housing incentives. There was general agreement on a recommendation to look at four floors inside the existing height limits.

On December 11, 2019, the meeting recessed at 11:57 a.m. until the following morning. On December 12, 2019, the special joint information meeting (JIM) located in the Teton County Library at 125 Virginian Lane reconvened at 8:15 a.m. Upon roll call the following were present: TOWN COUNCIL: Pete Muldoon, Hailey Morton Levinson, Arne Jorgensen, Jonathan Schechter, and Jim Stanford. COUNTY COMMISSIONERS: Chair Natalia Macker, Greg Epstein, Mark Newcomb, and Luther Propst. Mark Barron arrived at 8:30 a.m. STAFF: Larry Pardee, Roxanne Robinson, Tyler Sinclair, Lea Colasuonno, Paul Anthony, Johnny Ziem, Sherry Daigle, Alyssa Watkins, Kristen Waters, Chris Neubecker, Heather Overholser, Amy Ramage, April Norton, Kristi Malone, Darren Brugmann, and Sandy Birdyshaw.

Growth Management Plan (GMP). Tyler Sinclair provided information that 400 to 1,100 housing units were needed to get to 65% and there were currently 725 to 1,325 housing units in the pipeline, or at least, that have been discussed. He gave clarification on enhancement E2. Relating to Northern South Park.

Natalia Macker left the meeting at 9:00 a.m. and returned at 10:18 a.m.

Bruce Meighen resumed discussion of the fifth enhancement E. No Additional Growth / Growth Areas / Growth Boundaries. Discussion was held on reframing existing Town transitional subareas, fourth-floor height, Northern South Park, Teton Village, the Fairgrounds, 390 Residential, Hog Island home business, and all other subareas in the transitional subareas already zoned for increased density, future growth area identified as a CN-PRD receiving area but not needed for rezone yet, and preservation, conservation, and stable subareas with no density increase.

A straw poll showed general agreement (7 of 9) to shift the fairgrounds to be with the Northern South Park area to the future growth category. A straw poll indicated general agreement to shrink the complete neighborhood of Hog Island.

The fifth enhancement was F. Commit to a Shift in How We Travel. Recommendations included F1. Rephrase the Principles and reorganize the policies accordingly by reducing vehicle emissions, no new single occupancy vehicle capacity, prioritize bike/walk/bus infrastructure, and coordinated, regional transportation planning; F2. Refine Chapter 7 to incorporate the ITP as the implementation plan; and F3. Add a policy about the importance of evaluating outside-the-box transportation solutions.

The sixth enhancement was G. Define the Economy We Want. Recommendations included G1. Adopt a strategy to update the employee generation nexus study to look at the full range of employee generation and the full range of associated impacts; G2. to adopt a strategy to update Section 6 so that it is clear and consistent with the rest of the Plan, including adopt a strategy to update Section 6 so that it is clear and consistent with the rest of the Plan and considers the impact of local higher education and training opportunity and to change the name to Economic Implementation Plan (as opposed to Economic Development Plan); and G3. to adopt a strategy to develop an Economic Development Plan to implement the updated Section 6. It was suggested to add G4. to work proactively with state legislators.

The seventh enhance discussed was H. Define the Level of Service We Expect. Recommendations included H1. Implement Strategies 8.1.S.1 and 8.1.S.2 to define desired levels of service and prioritize service provision through budgeting; H2. to add a strategy to develop a funding Principle that addresses stable funding, additional revenue (if needed), and a policy for how to use SPET; H3. Revise Policies 8.1.b and 8.2.a to recommit to working with other governmental agencies and non-governmental organizations to coordinate service delivery; and H4. to add a strategy to identify appropriate locations for infrastructure before it is needed by projecting the location of growth. Category 2 suggestions were consistent with the Comprehensive Plan vision and were recommended for approval by staff.

Some of these changes would be implemented through minor updates while some would be implemented at a later date through a separate process. About 54% of public suggestions fell into Category 2.

Category 3 suggestions were not recommended for implementation. Some suggestions were outside the scope of the Comprehensive Plan at this time, but may be relevant for future Growth Management Plan review. About 12% of public suggestions fell into Category 3.

On behalf of the County, a motion was made by Mark Barron and seconded by Mark Newcomb to direct staff to prepare a summary of the direction from this meeting, for review prior to drafting Comprehensive Plan updates for formal review and adoption in Phase 3 of this project. Chair Macker called for the vote. The vote showed all in favor and the motion carried. On behalf of the Town, a motion was made by Hailey Morton Levinson and seconded by Arne Jorgensen to direct staff to prepare a summary of the direction from this meeting, for review prior to drafting Comprehensive Plan updates for formal review and adoption in Phase 3 of this project. Mayor Muldoon called for the vote. The vote showed all in favor and the motion carried.

Adjourn. On behalf of the County, a motion was made by Hailey Morton Levinson and seconded by Jonathan Schechter to adjourn the meeting. The vote showed all in favor and the motion carried for the County. On behalf of the Town, a motion was made by Mark Newcomb and seconded by Greg Epstein to adjourn. The vote showed all in favor and the motion carried for the Town. The meeting adjourned at 11:48 a.m.

minutes:spb

Publish: 12/18/19

• PUBLIC HEARINGS •

PUBLIC HEARING

The Town of Jackson Planning Commission will hold a public hearing to consider a request for approval of a Development Plan for a 29-unit condominium project at 165 and 185 North Glenwood Street, legally known as LOTS 1 – 6, BLK. 6, Original Town of Jackson Plat.

The hearing is scheduled for Thursday, January 2, 2020, beginning at 5:30 p.m. at the Town Hall, 150 East Pearl Avenue, Jackson, WY. The application can be viewed online at: <http://townofjackson.com/467/Current-Applications>. For further information, please contact the Planning Dept. at 733-0440, Ext. 1305. [Item P19-248]

Publish: 12/18/19

• ORDINANCES •

TOWN ORDINANCE 1243

AN ORDINANCE GRANTING A FRANCHISE TO QWEST CORPORATION D/B/A CENTURYLINK QC ON BEHALF OF ITSELF TO OPERATE AND MAINTAIN A TELECOMMUNICATIONS SYSTEM FOR THE PURPOSE OF SUPPLYING SERVICE TO THE TOWN OF JACKSON AND PROVIDING AN EFFECTIVE DATE. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED, THAT: SECTION I.

WHEREAS, the Town Council, having determined that Qwest Corporation dba CenturyLink QC s ("Grantee") is willing to provide the services, facilities, and equipment necessary to meet the needs and interests of the Town of Jackson, Wyoming ("Franchising Authority"), and is willing to be bound by conditions of applicable law, and by binding agreement to serve the public interest, does hereby ordain as follows: FINDINGS

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

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

Definition of Terms

1.0 Terms. For the purpose of this Franchise, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number: A. "Communications Act" or "Act" collectively means the Federal Communications Act of 1934, as amended.

B. "FCC" means Federal Communications Commission or successor governmental entity thereto.

C. "Franchise" shall mean the initial authorization, or renewal 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.

D. "Franchising Authority" means the Town of Jackson, Wyoming, or the lawful successor, transferee, or assignee thereof.

E. "Grantee" means CenturyLink, or the lawful successor, transferee, or assignee thereof.

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

G. "Public Way" 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, boulevard, 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 System to provide Telecommunications.

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

I. "Subscriber" or "Customer" means a Person or user of the System who lawfully receives Telecommunications or other services provided by Grantee with the Grantee's express per-

• Public Notices •

mission.

“System” shall have the meaning and refer to, unless otherwise specified, the system constructed and operated in the Public Ways of the Town under this Agreement.

J. “Telecommunications” means the transmission, between or among points specified by the user, of information of the user’s choosing, without change in the form or content of the information as sent and received, as defined by the Communications Act of 1934, as amended.

Grant of Franchise

1.1 Grant. The Franchising Authority hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to construct, maintain and operate a wireline Telecommunications System in, on, along, among, across, or under Public Ways within the Service Area for the purpose of providing Telecommunications and for that purpose to install, construct, repair, replace, reconstruct, maintain, or retain in, on, under, across, or along any Public Way and all extensions thereof and additions thereto, such wires, cables, conductors, ducts, conduits, vaults, manholes, cabinets, amplifiers, appliances, attachments, and other related property or communications equipment as may be necessary or appurtenant to the System for that purpose; such use being subject to the ongoing supervision of the Franchising Authority, and subject to the exercise of the Franchising Authority’s police powers.

The grant does not encompass the right to provide, or authorize others to use the facilities to provide cable television services or video programming services except on a common carrier basis, and it does not permit Grantee to install, or permit others to install wireless facilities. An additional agreement or compensation may be required for such uses. The right to provide Telecommunications via wire otherwise includes the right to provide Telecommunications services and information services, subject to the foregoing.

1.2 Purpose.

A. To the extent permitted by state and federal law, the Franchising Authority reserves the right to require and regulate the provision of services and facilities by Franchisee. 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 Telecommunications.

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 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 governmental authority, except as specifically provided herein, or where required by Wyoming law.

1.3 Term. The term of the Franchise shall be for four (4) years. The franchise runs from January 1, 2020, through and includes December 31, 2023. The parties will commence good faith negotiations regarding a renewal franchise no later than June 1, 2023. If a new franchise is not agreed upon by December 31, 2023, this Franchise shall continue as a holdover franchise on a month-to-month basis until June 30, 2024, terminable by either party at any time.

1.4 If a new franchise is agreed upon, the franchise fee agreed upon shall relate back to January 1, 2024. This section shall survive the scheduled expiration of the Franchise.

1.5 If a new franchise is not agreed upon by June 30, 2024, each party shall have such rights as it may have under law upon termination of a franchise agreement.

Minimum Conditions of Street Occupancy

1.6 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 regulations, 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 Town streets or Public Ways for travel. Whenever it shall be necessary to install facilities, to dig or in any manner to disturb or interfere with any of Town streets or 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.

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 efforts to remedy such failure within forty-eight (48) hours after receipt of such 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.

C. Grantee shall at all times keep and maintain the System’s facilities free of all graffiti located thereon. If Franchising Authority notifies Grantee that graffiti is located on the System facilities, Grantee shall remove the graffiti within three (3) 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 shall be selected, subject to approval of the Town Public Works Department. 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 minimize 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 structure 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.

1.7 Restoration of Property. If during the course of the Grantee’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 immediately prior to such disturbance; or, if different, to such condition as may be required by applicable codes and regulation governing the Public Way or property.

1.8 Relocation of System.

A. Grantee may be required to remove and relocate the System, 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; (b) to share use of the Public Way with other entities; or (c) 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 public, or present a risk to public health or safety.

B. To the extent that Grantee is required 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 thirty (30) 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 System must be relocated, Grantee may, as an alternative to removing its System, abandon the System in place, except as the Franchising Authority or other governmental authority may otherwise direct. If funds are available to users of the Public Way for relocation, nothing herein prevents Grantee from seeking funding for relocation.

1.9 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.

1.10 Undergrounding.

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

B. Should the Grantee’s service line be the single connection on a utility pole located within a Public Way, upon request of the Franchising Authority, the Grantee shall within sixty (60) days of the request, place its System underground and remove the overhead line from the pole, while maintaining services. Should the relocation of the System not be completed within sixty (60) days of the written request, the Grantee shall pay the Franchising Authority fifty (\$50) dollars per day, subject to applicable law, until the System is removed, provided, however, that Grantee may request an extension of the time to underground and remove its System from the pole, and the Franchising Authority will not unreasonably refuse to grant the extension where justified by weather conditions, or the amount of work required. The Franchising Authority agrees to give Grantee reasonable notice and access to the public utilities’ facilities at the time they are placed underground for the purposes of facilitating the relocation of aerial facilities to underground locations.

C. A homeowner, building owner or developer may require Grantee to place facilities underground from the Public Ways in an area where the facilities could otherwise be maintained aboveground, provided the homeowner, building owner or developer is willing to pay the costs therefor. The Franchising Authority shall use reasonable diligence to provide the

Grantee with written notice of the issuance of building or development permits for planned commercial/residential developments within the Service Area requiring undergrounding of wireline facilities. The Franchising Authority agrees to require as a condition of issuing the permit, that the developer give the Grantee access to open trenches for deployment of facilities and written notice of the date of availability of trenches. Notice must be received by the Grantee at least ten (10) business days prior to availability. Developer shall be responsible for expense of the digging and backfilling of all trenches.

D. 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.

1.11 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 the notice to Grantee required hereunder, except in the case of emergencies, where there is an imminent threat to Persons or property.

1.12 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 durable 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.

1.13 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. The Company shall respond immediately to address a reported emergency.

1.14 Required Reports.

A. Upon request, the Grantee shall provide 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. Such map shall be held as proprietary and confidential by the Franchising Authority, and is not intended to be released to the public.

B. Grantee, by January 15 of each year, shall provide the Franchising Authority with electronic information showing the location of its System within the Town, so that the approximate location of all lines and all powered equipment is identified. This shall be provided to the Franchising Authority in a format that is GIS compatible or an alternate as agreed to by both the Franchising Authority and Grantee. If Grantee claims the map is confidential under Wyo. Stat. § 16-4-203(d)(v), City will maintain the confidentiality in accordance with law.

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.

1.15 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 permit 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 a reasonable deposit of the estimated payment in advance.

Franchise Fee, Transfer, and Certain Franchising Authority Rights

1.16 Franchise Fee.

A. Commencing January 1, 2020, in return for the rights granted hereunder, Grantee shall pay Franchising Authority a franchise fee of \$25,000 per annum, to be paid in quarterly installments, with each installment due 45 days after the end of the calendar quarter.

B. The fee may be modified if a court or agency of competent jurisdiction determines that the fee is not 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 as discriminatory or not competitively neutral, favoring its competitors.

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.

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 reasonably related to determination of the franchise fee owed. If the audit shows that franchise fee payments have been underpaid by five percent (5%) or more, Grantee shall, subject to applicable law, pay the reasonable costs of the audit.

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

• Public Notices •

payment was originally due until the date the Franchising Authority receives the payment. If Grantee fails to pay any sums herein specified within fifteen (15) days of being due, such failure to pay shall be treated as a default subject to the provisions of Section 7 below.

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.

1.17 Intentionally omitted.

1.18 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”) 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. The Franchising Authority’s prior written consent is not required for a corporate restructuring that results in a Transfer of all rights under this Franchise or in the System to an entity controlling, controlled by, or under common control with the Grantee, provided that (1) the Transfer is not part of a transaction that results in a change in, or change in control of, Grantee’s parent company; and (b) the entity that will be Grantee unconditionally accepts this Franchise; or (c) a transaction that involves the acquisition of all of the ultimate parent company of Grantee, but not a change in the Grantee.

D. 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.

E. Except as otherwise provided herein, the Franchise is not divisible by sublease, license or otherwise

1.19 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.

1.20 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.

Compliance

1.21 Books and Records/Reports

A. In addition to the audit rights provided for, the Grantee agrees that the Franchising Authority upon reasonable notice to the Grantee may review and such of its books and records as are kept in the normal course of business at the Grantee’s business office, during normal business hours and on a non-disruptive basis, as is reasonably necessary to ensure compliance with the terms hereof. Provided that, if the business office is not in the Town, the record must be produced to the Franchising Authority at the Town Hall, unless the parties agree to production at some other locations.

B. Notwithstanding anything to the contrary set forth herein, the Grantee shall not be required to publicly disclose information which it reasonably deems to be proprietary or confidential in nature, absent an appropriate order of a court or agency of competent jurisdiction. The Franchising Authority agrees to treat any information disclosed by the Grantee and marked as confidential as such pending a contrary determination, and only to disclose it to employees, representatives, agents or consultants that have a need to know and that have agreed to maintain the confidentiality of the materials in accordance with law. The Grantee shall not be required to provide personally identifiable Subscriber information, or other information is it 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 if Franchising Authority receives a request to disclose confidential information, so that Grantee may take appropriate steps to protect its interest.

C. Grantee may be required to prepare such reports, and cooperate in such inspections or testing as may be necessary to permit the Franchising Authority to determine compliance with this Franchise.

Insurance and Indemnification

1.22 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 performance bond in the amount of fifty thousand dollars (\$50,000), payable to the Franchising Authority to ensure the appropriate and timely performance of work in the Public Way and compliance with the obligations of its Franchise. The required performance 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.

B. If a higher bond amount would be required 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.

1.23 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.

Minimum Coverages and Limits:

(1) General Liability: \$1,000,000 per occurrence

(2) Automobile Liability: \$1,000,000 per occurrence

(3) Workers’ Compensation: Statutory Limits

(4) Employer’s Liability: \$500,000/\$500,000/\$500,000

B. Certificates showing proof of such insurance shall be submitted to Franchising Authority prior to commencement of any work in the Town. 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.

C. The General Liability policy is to contain or be endorsed to name Franchising Authority, its officers, officials, agents, and employees as additional insureds as respects 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.

D. 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

E. 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.

1.24 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.

Enforcement and Termination of Franchise

1.25 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.

1.26 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.

1.27 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.

1.28 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.

1.29 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.

1.30 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 Telecommunications service are terminated, revoked, expired, or otherwise abandoned; (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.

1.31 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, remove the System from the Public Ways and restore the Public Ways to specifications 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, Franchisee 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 City may use, remove or otherwise dispose of the same as it determines appropriate.

Miscellaneous Provisions

1.32 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.

1.33 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.

1.34 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

1025 Eldorado Blvd

Broomfield, CO 80021

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.

1.35 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.

1.36 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.

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

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

1.39 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.

1.40 Sovereign Immunity. The Franchising Authority does not waive its sovereign immunity by entering into this Franchise Agreement, and fully retains all immunities and defenses

• Public Notices •

provided by law with respect to any action based on or arising out of this Franchise.

1.41 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).
1.42 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.

1.43 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.

[signatures follow on next page]
IN WITNESS WHEREOF, the parties hereto have entered into this Franchise Agreement on _____, _____.
Town of Jackson, WY

By: _____
Title: _____
ATTEST:

Sandra Birdyshaw, 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.

PASSED 1ST READING THE 4TH DAY OF NOVEMBER, 2019.
PASSED 2ND READING THE 2ND DAY OF DECEMBER, 2019
PASSED AND APPROVED THE 16TH DAY OF DECEMBER, 2019.

Dated this December 12, 2019
S. Birdyshaw, Town Clerk

Publish: 12/18/19

PUBLIC NOTICE: TOWN ORDINANCE M

AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY INTO THE CORPORATE LIMITS OF THE TOWN OF JACKSON; AMENDING THE ZONING DISTRICT MAP TO INCLUDE THE ANNEXED PROPERTY AND CLASSIFY IT AS A PART OF THE COMMERCIAL RESIDENTIAL (CR-3) ZONING DISTRICT WITHIN THE SCENIC RESOURCES (SRO) AND NATURAL RESOURCES OVERLAY (NRO) DISTRICTS; AMENDING THE CORPORATE LIMITS OF THE TOWN OF JACKSON; AND PROVIDING FOR AN EFFECTIVE DATE. BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED, THAT:

This ordinance will be presented to the Jackson Town Council for third and final reading during the 6:00 p.m. JANUARY 6, 2020 regular council meeting to be held in the Council Chambers at Town Hall located at 150 East Pearl. This Ordinance is available through the Town's website and will be published in full following approval of the third and final reading by the Jackson Town Council in accordance with Wyoming State Statute. Public comment will be accepted at the meeting and may also be submitted to the Jackson Town Council via email to Council@jacksonwy.gov, or mail to PO Box 1687, Jackson WY, 83001, or by submitting hard copy at the Town Hall. Town Council meetings are streamed live and available through the Town's website at <http://townofjackson.com/government/watch-meeting/>.

Dated this December 12, 2019
S. Birdyshaw, Town Clerk
Publish: 12/18/19

• CONTINUED PUBLICATIONS •

LEGAL NOTICE
BID: 20-09 TWO 4X4 MID-SIZE PICKUPS
The Town of Jackson will be accepting sealed bids for the following equipment in a current model "TWO 4X4 MID-SIZE PICKUPS". Each bidder must furnish cash or surety bond per Wyoming Statutes, in the amount equal to (5%) five percent of the bid. Successful bidder's bond will be retained until faithful performance has been satisfied. Bid should be submitted to the Town Clerk's office no later than 3:00 PM Thursday, December 19, 2019. Bids will be opened and acknowledged at 3:05 PM, in the Council Chambers of the Jackson Town Hall. For detailed specifications, please contact Sandy Birdyshaw at 307-733-3932, or e-mail sbirdyshaw@jacksonwy.gov or Eric Hiltbrunner at 307-733-3079.

Dated this day: Thursday, December 05, 2019
Floren Poliseo, Public Works Director
Publish: 12/11, 12/18/19

GENERAL PUBLIC NOTICES

• ESTATE PROBATE •

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:
MARY SULLIVAN DUNN,
Deceased.

Probate No.: _____

NOTICE OF PROBATE

You are hereby notified that the Last Will and Testament of Mary Sullivan Dunn, dated June 7, 2016, 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 Mary Sullivan Dunn, a/k/a Mary Harrigan Sullivan, or to Mary Sullivan Dunn'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 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 December 10, 2019.

Katherine Spencer Zelazny, WYSB 6-2802
Geittmann Larson Swift LLP
155 East Pearl Avenue, Suite 200
PO Box 1226
Jackson, Wyoming 83001
(307) 733-3923 – voice

Publish: 12/18, 12/25/19, 01/01/20

Scott P. Eskelson, Esq. (Bar #6-3899)
MARTIN & ESKEKSON, PLLC
425 S. Holmes Avenue (83401)
P.O. Box 3189
Idaho Falls, Idaho 83403-3189
Telephone: (208) 523-6644
Facsimile: (208) 522-0791

Attorneys for Petitioner

IN THE DISTRICT COURT OF TETON COUNTY, WYOMING

NINTH JUDICIAL DISTRICT

IN THE MATTER OF THE ESTATE)

OF)

LESLYN JEAN MEAD,)

Deceased.)

_____)

Probate No. 3307

NOTICE OF PROBATE

TO ALL PERSONS INTEREST IN SAID ESTATE:

You are hereby notified that on the 26 day of November, 2019, the

estate of the above named decedent was admitted to probate by the above-named court and

that Peter Mead was appointed as personal representative thereof. Any action to set aside

the Will shall be filed in the Court within three (3) months from the date of the first

publication of this notice, or thereafter be forever barred.

Notice is further given that all persons indebted to the decedent or her estate are

requested to make immediate payments to the personal representative at: Peter Mead, P.O.

Box 239, Tetonia, ID 83452.

Creditors having claims against the decedent or her estate are required to file them

in duplicate with the necessary vouchers in the office of the Clerk of Court on or before

three (3) months after the date of the first publication of this notice, and if such claims are

not so filed, unless otherwise allowed or paid, will be forever barred.

_____ Dated: 11/26/19.

Peter Mead, Petitioner

Publish: 12/18, 12/25/19, 01/01/20

• ABANDONED VEHICLES •

1993 Pace Arrow Trailer

VIN: 4FPAB1620PG002162

Fees Due:: \$13,310.00

1998 Volvo V70

VIN: YV1LZ5641W2462195

Fees Due: \$4,700.00

2007 Volvo S40

VIN: 2B4GP4436TR578424

Fees Due: \$7,040.00

2001 Toyota Prius

VIN: JT2BK12U910017897

Fees Due: \$4,950.00

1996 Subaru Legacy

VIN: 4S3BG6850T7376362

Fees Due:: \$2,966.00

1997 Ford Explorer

VIN: 1FMDU34E1VZA60395

Fees Due: \$5,928.00

1996 Dodge Grand Caravan

VIN: 2B4GP4436TR578424

Fees Due: \$7,040.00

2000 Ford Taurus

VIN: 1FAFP53U4YA150478

Fees Due: \$4,690.00

2002 Chevrolet Tahoe

VIN: 1GNEK13Z62J144558

Fees Due: \$1,740.00

2007 Acura MDX

VIN: 2HNYD28397H529173

Fees Due: \$8,025.00

Auction Date is January 2, 2020. Auction is held at 1175 S. Highway 89, Jackson WY 83002. If you have any questions,

please call 307-733-1960 and ask for Megan or Sheila.

Publish: 12/18, 12/25/19

• PUBLIC NOTICE •

NOTICE OF FINAL PAYMENT

The Executive Director of Teton Conservation District, acting as agent for Teton Conservation District, has accepted all work as complete according to the written Agreement between Aaron Todd, Manager, Carver Creek Ranch, LLC, for the Fall Creek Ranch Water Supply Improvement Project. Carver Creek Ranch, LLC, Contractor, is entitled to final payment therefore, and on the 28th day of January, 2020, the 41st day after the first publication of this notice, final payment of the full amount due under the Agreement will be made. Nothing in this notice shall be construed as relieving the Contractor and the Sureties on its bond from any claim or claims for the work or labor done or materials or supplies furnished in the execution of the Agreement. All persons having claims for labor and materials furnished the Contractor shall present a verified statement of the amount due and unpaid on account of the same to the District prior to the day specified for final payment. Failure on the part of the claimant to file such statement will relieve the District from any and all liability on such claim. Dated this 10th day of December, 2019.

Sponsor: Teton Conservation District
By: Tom Segerstrom

Publish: 12/18, 12/25/19, 01/01/20

• FORECLOSURES •

IN THE DISTRICT COURT OF THE NINTH JUDICIAL

DISTRICT

IN AND FOR TETON COUNTY, STATE OF WYOMING

FOXTROT HOLDINGS, LLC, a)

California limited liability company,)

)

Plaintiff,)

)

Civil Action No. 18052

v.)

)

FOXTROT PARTNERS, LLC, a)

Delaware limited liability company,)

JAMES P. FOSTER and RANDI L.)

FOSTER,)

)

Defendants.)

NOTICE OF EXECUTION SALE

NOTICE IS HEREBY GIVEN, pursuant to WYO. STAT. §§ 1-18-101; 1-17-312; 1-17-314; and 1-17-141; et seq, that real property owned by James Foster and Randi Foster, husband and wife as tenants by the entirety, will be sold to the highest bidder at a public auction of the real property described below pursuant to an execution sale as ordered in a Writ of Execution issued on September 20, 2019 by the District Court of Ninth Judicial District in Teton County, Wyoming in order to satisfy in whole or in part that certain Foreign Judgment entered on August 9, 2019 in Case No. CV-18052 (the "Judgment") in in favor of Judgment Creditor Foxtrot Holdings, LLC, a California limited liability company, against Judgment Debtors Foxtrot Partners, LLC, a Delaware limited liability company, James P. Foster, and Randi L. Foster.

The real property that will be sold at said execution sale is described as follows:

Unit 16 of Moose Creek Townhomes Building Six, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on April 20, 2001 as Plat No. 1011, as further defined and described in the Declaration of Condominium recorded in Book 391 of Photo, page 92, Book 393 of Photo, page 443, Book 400 of Photo, page 1110, and any amendments thereto

PIDN: 22-42-17-24-3-31-001; commonly known as 3723 Michael Drive, Unit 16, Teton Village, Wyoming 83025

The above sale will be conducted by the Sheriff or the Sheriff's deputy at the front door of the Teton County Courthouse in Jackson, Wyoming, at 10:00 a.m. on Thursday, January 9, 2020.

In the event that either a representative of the Judgment Creditor or a representative of Wyoming Title & Escrow is not present at the sale, the sale will be postponed until a later date.

James P. Foster and Randi L. Foster are Judgment Debtors under the above referenced Judgment, and as of the date of this Notice, the undersigned claims an outstanding balance of not less than \$2,104,184.54.

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

DATED: December 12, 2019

FOXTROT HOLDINGS, LLC, Judgment Creditor

BY: _____

DALE W. COTTAM

of Bailey | Stock | Harmon | Cottam | Lopez LLP

Attorneys for Judgment Creditor

80 E. 1st Ave

Box 850

Afton, WY 83110

(307) 638-7745

Publish: 12/18, 12/25/19, 01/01/20, 01/08/20

• Public Notices •

• CONTINUED PUBLICATIONS •

IN THE DISTRICT COURT OF THE NINTH JUDICIAL DISTRICT

OF THE STATE OF WYOMING IN AND FOR TETON COUNTY

Docket No. 3304

In the Matter of the Estate of)
)
RICHARD L. GRUBMAN, JR.)
)
Deceased.)

NOTICE OF PROBATE OF ESTATE

TO ALL PERSONS INTERESTED IN SAID ESTATE:
You are hereby notified that on the 3rd day of December, 2019, the Last Will and Testament of Richard L. Grubman, Jr. was admitted to probate by the above-named Court, and that Big Spruce Fiduciary Management Corp. was appointed Personal Representative thereof. Any action to set aside the Will shall be filed in the Court within three months from the date of the first publication of this notice, or thereafter be forever barred.

Notice is further given that all persons indebted to said decedent or to said estate are requested to make immediate payment to the undersigned at P.O. Box 1744, Jackson, WY 83001.

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

Big Spruce Fiduciary Management Corp.,
PERSONAL REPRESENTATIVE,
By: Matthew A. Confer, Vice-president

ATTORNEYS FOR ESTATE
Thomas N. Long
Long Reimer Winegar LLP
2120 Carey Avenue, Suite 300 (82001)
P.O. Box 87
Cheyenne, WY 82003-0087
(307) 635-0710
(307) 635-0413 fax

Jordan S. Chandler
Long Reimer Winegar LLP
270 West Pearl Street, Suite 103
P.O. Box 3070
Jackson, Wyoming 83001
(307) 734-1908
(307) 733-3752 fax
Publish: 12/11, 12/18, 12/25/19

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

IN THE MATTER OF THE ESTATE OF:

WILLIAM M. HIRSHBERG,

Deceased.

Probate No.: 3303

NOTICE OF PROBATE

TO ALL PERSONS INTERESTED IN SAID ESTATE:
You are hereby notified that on the 2nd day of December, 2019, the Last Will and Testament of the above-named decedent was

admitted to probate by the above-named court, and that Julia C. Levy was named personal representative thereof. Any action to set aside the Will shall be filed in the Court within three (3) months from the date of the first publication of this notice, or thereafter be forever barred. Notice is further given that all persons indebted to the decedent or to the decedent's estate are requested to make immediate payment to Julia C. Levy in care of Geittmann Larson Swift LLP, P.O. 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 said Court, on or before three (3) months after the date of the first publication of this notice, and if such claims are not so filed, unless otherwise allowed or paid, they will be forever barred.

DATED this 4th day of December, 2019.

Anne Kent Droppert
Attorney for Estate
Geittmann Larson Swift LLP
155 E. Pearl Ave., Suite 100
P.O. Box 1226
Jackson, WY 83001
(307) 733-3923 – voice
(307) 733-3947 – facsimile
akd@glsllp.com

Publish: 12/11, 12/18, 12/25/19

The Teton County Predator Board meeting will be held at noon at Sidewinders on Dec 18th, 2019.
Publish: 12/11, 12/18/19

STATE OF WYOMING)
COUNTY OF Teton) ss. Ninth JUDICIAL DISTRICT

IN THE MATTER OF THE)
CHANGE OF NAME OF) Civil Action Case No. 18130
Hayley Xiaoliang Smith)
Petitioner)

NOTICE OF PUBLICATION

You are hereby notified that a *Petition For Change of Name*, Civil Action No. 18130, has been filed on behalf of (current full name) Hayley Xiaoliang Smith in the Wyoming District Court for the 9th Judicial District, whose address is (address of District Court) 180 S. King St., Jackson WY 83001, the object and prayer of which is to change the name of the above-named person from Hayley Xiaoliang Smith (current full name) to Hayden Xiaoliang Smith (desired full name)

Any objection must be filed with the District Court within 30 days following the last date of publication of this notice, or an *Order Granting Name Change* may be granted without further notice.

DATED this 25th day of November, 2019.

THE DISTRICT COURT WYOMING
SEAL
TETON COUNTY

BY CLERK OF COURT:
[Signature]
Clerk of District Court / Deputy

Publish: 12/04, 12/11, 12/18, 12/25/19

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

JACKSON HOLE RACQUET CLUB)
CONDOMINIUM ASSOCIATION,)
a Wyoming nonprofit corporation, and)
THE ASPENS HOMEOWNERS ASSOCIATION,)
a Wyoming nonprofit corporation,)

Plaintiff,)
vs.) Civil Action No. 18133
)
PAUL OLSON,)
)
Defendant.)

NOTICE OF COMPLAINT FOR JUDICIAL FORECLOSURE

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

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

Unit 39-1-2 of Jackson Hole Racquet Club Condominiums, Strawberry Building 3900, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on August 3, 1979 as Plat No. 385, as further defined and described in the Amended Declaration of Condominium for Jackson Hole Racquet Club Condominium recorded in the Office of the Teton County Clerk on August 12, 1974 in Book 34, Pages 1 to 50, as amended.

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

You are required to file an answer or other response to the Complaint For Judicial Foreclosure on or before January 24, 2020, and serve a copy of the any answer or other response upon the following attorney for Plaintiffs:

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

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

Clerk of Court
Publish: 12/04, 12/11, 12/19, 12/25/19



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