

Public NOTICES

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

AUGUST 19, 2020

TETON COUNTY NOTICES Teton County Board of Commissioners

• MEETING NOTICES •

Teton County Board of Commissioners
Voucher Meeting Notice
200 S. Willow, Jackson, Wyoming
Monday, August 24, 2020, 9:00 a.m.
Meeting agenda is available on tetoncountywy.gov
Meeting streaming is available online.
Be advised the online meeting agendas may be revised up until 5:00pm the day before the meeting.
Publish: 08/19/20

Teton County Board of Commissioners
Regular Meeting Notice
200 S. Willow, Jackson, Wyoming
Tuesday, August 25, 2020, 9:00 a.m.
Meeting agenda is available on tetoncountywy.gov
Meeting streaming is available online.
Be advised the online meeting agendas may be revised up until 5:00pm the day before the meeting.
Publish: 08/19/20

TETON COUNTY DIVISION OFFICES

• PUBLIC NOTICE •

The Teton County Weed & Pest District Regular Monthly Board Meeting will be at noon on Tuesday, August 25. It will be held via Zoom and not in person. The public is welcome. Please email ewells@tcweed.org for the Zoom link. Questions please call 733-8419.
Publish: 08/19/20

NOTICE OF ACCEPTANCE AND FINAL PAYMENT TO CONTRACTOR

CHILDRENS LEARNING CENTER HVAC UPGRADE
TETON COUNTY, WY

Pursuant to W.S. 16-6-116, notice is hereby given that Teton County, WY (OWNER) has accepted the work as completed according to the plans, specifications, and rules set forth in the Contract between the OWNER and Bison HVAC LLC, ATS Inland and Quantum Group Engineering (CONTRACTORS), and that the CONTRACTORS are entitled to Final Settlement thereof.

Notice is further given that on September 28th, 2020, said date being the forty - first (41st) day after the first publication of this Notice, OWNER will pay to said CONTRACTOR the full amount due under the Contract.

If any individual, company, organization, or other entity has any outstanding financial claim against any CONTRACTOR concerning Final Settlement of these Contracts, the party should contact Teton County Facilities Division at P. O. Box 3594, Jackson, WY, 83001, facilities@tetoncountywy.gov, or 307.732.5743 prior to September 28th, 2020.
Publish: 08/19, 08/26, 09/02/20

NOTICE OF INTENT TO ADOPT AMENDMENTS TO THE TETON COUNTY LAND DEVELOPMENT REGULATIONS (LDRs) REGARDING STANDARDS FOR WIRELESS COMMUNICATIONS FACILITIES (AMD2019-0005)

Notice is hereby given pursuant to Wyoming Statute §16-3-103 that Teton County is considering adoption of amendments to the Teton County Land Development Regulations (LDRs) regarding standards and regulations for wireless communications facilities, including new regulations for small wireless communications facilities. This amendment proposal is made by the Teton County Planning Division to primarily address the Federal Communication Commission's September 27, 2018 Declaratory Ruling and Third Report and Order policies and to implement standards and regulations for small wireless facilities outside of the public right-of-way. The proposal also includes clarification and cleanup of existing standards for non-small wireless communications facilities. These are new Land Development Regulations which are authorized pursuant to Wyoming Statute §18-5-201. The Teton County Planning Dept. has complied with the requirements of Wyoming Statute §9-5-304 and a copy of the assessment may be obtained from the Teton County Planning Dept.

The proposed amendment includes updated processing timelines, sufficiency and tolling standards for wireless facility applications, fee schedules for small wireless facility applications, and locational preference and design standards for small wireless facilities and associated support structures to respond to the policies embodied in the Federal Communication Com-

mission's Declaratory Ruling and Third Report and Order of September 27, 2018. It also adds and modifies definitions of wireless communications facility, small wireless facility, and related terms, to align with Federal Communication Commission definitions. The proposed amendment further specifies design requirements for the monopole concealment method and adds consideration of scenic context to performance criteria for concealed towers and the visibility standards for new towers. Pursuant to Wyoming Statute §18-5-202(b) the Teton County Board of County Commissioners shall hold a public hearing on whether to adopt the amendments to the Teton County LDRs on October 6, 2020 at 9 a.m. in the Commissioners Meeting Room of the Teton County Administration Building at 200 S. Willow St. in Jackson, Wyoming. All interested parties may obtain a hard copy of the proposed new LDRs at the Teton County Planning Division office at 200 S. Willow St., Jackson, WY or may view a copy of the proposed new LDRs online at <http://jacksontetonplan.com/>. Written comments may also be submitted to the Teton County Planning Director, P.O. Box 1727, Jackson, WY 83001 or at rooney@tetoncountywy.gov.

Maureen E. Murphy Teton County Clerk
Publish: 08/19/20

• CONTINUED PUBLICATIONS •

NOTICE OF ACCEPTANCE AND FINAL PAYMENT TO CONTRACTOR

STATELINE ROAD SOUTH LEIGH CREEK PROJECT

TETON COUNTY, WY

Pursuant to W.S. 16-6-116, notice is hereby given that Teton County, WY (OWNER) has accepted the work as completed according to the plans and specifications set forth in the Contract dated January 28, 2019, between the OWNER and Century Contractors, Inc. (CONTRACTOR), and that the CONTRACTOR is entitled to Final Settlement thereof.

Notice is further given that on September 8, 2020, said date being the forty - first (41st) day after the first publication of this Notice, OWNER will pay to said CONTRACTOR the full amount due under the Contract.

If any individual, company, organization, or other entity has any outstanding financial claim against the CONTRACTOR concerning Final Settlement of this Contract, the party should contact Amy Ramage / Teton County Engineering Department at aramage@tetoncountywy.gov or 307.732.8574 prior to September 8, 2020.
Publish: 08/05, 08/12, 08/19/20

TOWN OF JACKSON NOTICES

• OFFICIAL PROCEEDINGS •

TOWN COUNCIL PROCEEDINGS - UNAPPROVED
AUGUST 10, 2020 JACKSON, WYOMING

The Jackson Town Council met in special workshop session in the Council Chambers of the Town Hall at 150 East Pearl at 6:00 P.M. Upon roll call the following were found to be present: TOWN COUNCIL: In-person: None. via Webex: Vice-Mayor Hailey Morton Levinson, Jim Stanford, Arne Jorgensen, and Jonathan Schechter. Mayor Pete Muldoon was absent. Updates to Water & Sewer System Rates and Capacity. This item was not heard, and no action was taken. Legal Review of Jackson Municipal Code Title 5. Lea Colasuonno made staff comment. The Council held discussion on four policy questions related to Fee Updates, Licensing Long-term Residential Rentals, Chapter 5.52 General Business Regulations, and Taxi Fares. A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to direct staff to make the non-policy effectuating changes to Title 5 and the policy changes as discussed and altered by Council tonight, and bring the Title back for Council review at a future Town Council meeting. Vice-Mayor Morton Levinson called for the vote. The vote showed 4-0 in favor, with Muldoon absent. The motion carried. Low Income Tax Credit Project Review. April Norton made comment on the project at 400 West Snow King in partnership with Summit Housing Group LLC to develop housing. The Council held discussion on the serving the development from the alley side, addressing the dead-end alley, possibly extending on the south side, postponing the fourth building and possibly placing it on the north side of the property along Snow King, moving the curb-cut for better sight lines, and having further discussion and more details at the Council's September 8, 2020 regular meeting. The Council did not take any action on this item. Adjourn. A motion was made by Jim Stanford and seconded by Jonathan Schechter to adjourn. The vote showed 4-0 in favor, with Muldoon absent. The motion carried. The meeting adjourned at 7:22 P.M. minutes:spb. Review complete & approved minutes at www.jacksonwy.gov/491
Publish: 08/19/20

• ORDINANCES •

TOWN ORDINANCE 1256
AN ORDINANCE GRANTING A FRANCHISE TO NEW CINGULAR WIRELESS PCS, LLC, ON BEHALF OF ITSELF TO OPERATE AND MAINTAIN WIRELESS TELECOMMUNICATIONS FACILITIES 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 New Cingular Wireless PCS, LLC ("Grantee") is willing to provide the services, facilities, and equipment necessary to meet the needs and interests of the Town of Jackson, Wyoming ("Franchising Authority"), 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: WHEREAS, the Town, may authorize the installation, operation, and maintenance of communications infrastructure on, beneath, above, and within the public rights of way within the Town, and its consent is required as a condition of the exercise of any Agreement issued by the State of Wyoming with respect to the same; and WHEREAS, it is the policy of the Mayor and Town Council to permit entry into the corporate limits and such use of its rights-of-way and public places for the provision of communication services and facilities by telecommunications service providers, subject to the duty and authority of the Town to manage its rights-of-way and public property, and to require fair and reasonable compensation for the use thereof in a manner consistent with applicable law; and WHEREAS, Company desires to obtain from Town as permitted by law, and Town as a municipal corporation desires to grant to Company, an authorization granting the right to construct, modify and repair wireless telecommunications facilities in the Town's public rights-of-way, as described more particularly below. NOW, THEREFORE, AND IN CONSIDERATION of mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties hereby agree as follows:

1. Definitions. Terms not defined in this section shall have the same meaning as in Town of Jackson Municipal Code. References to provisions of ordinances, statutes and regulations refer to the same as they may be amended or renumbered.
 - 1.1. "Agreement" means this Agreement, and any amendments or modifications hereto.
 - 1.2. "Applicable Law" or "Law" means all federal, state, and local laws, statutes, codes, ordinances, resolutions, orders, rules, and regulations.
 - 1.3. "Authorizations" means the permissions Company must have in addition to this Agreement to deploy wireless telecommunications facility and/or provide Services, which may include licenses, permits, zoning approvals; variances, exemptions; grants of authority to use private rights of way and/or easements or facilities; agreements to make attachments to poles, ducts, conduits, poles, and the like; and any other approval of a governmental authority or third persons with respect to (i) the construction, installation, repair, maintenance, operation or use of tangible or intangible property, as the case may be, or (ii) any requirement by a governmental authority for the engagement in a business or enterprise.
 - 1.4. "Company" means New Cingular Wireless PCS, LLC, and its lawful successors or assigns.
 - 1.5. "Facilities" means wireless telecommunications facilities in the right-of-way controlled or owned by Company.
 - 1.6. "Service Area" shall mean all the area within the boundaries of the Town of Jackson, Wyoming.
 - 1.7. "Services" means telecommunications services, as defined in W.S. 37-15-103(a)(xii), internet protocol enabled service as defined in W.S. 1-26-813, and to the extent not included within the foregoing, personal wireless services, or voice over internet protocol services as those terms are defined under federal law.
2. Grant of Use.
 - 2.1. Grant. The Town grants to Company in the Service Area the nonexclusive right to construct, modify and repair wireless telecommunications facilities within the rights-of-way that it operates on its own behalf. Which Grant shall be exercised at Company's sole cost and expense, and which shall be subject to all deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record which may affect the rights-of-way. Except as this Agreement specifically provides otherwise, the Grant is neither divisible nor assignable, and Company may not grant any person or entity the right to use or occupy the rights-of-way. Except as this Agreement specifically provides otherwise, the only wireless telecommunications facilities that may be constructed, modified and repaired are wireless telecommunications facilities whose use is for provision of the Services by Company. Without limitation, but by way of example, the Grant specifically does not permit use and occupancy of the rights-of-way for the provision of cable services as defined in 47 U.S.C. Section 522(6), and Company may be required to obtain an additional grant or an amendment to this Agreement before using and occupying the rights-of-way to provide additional services via wireline or wireless telecommunications facilities, or installing additional equipment or structures that are used for purposes other than those specified in this paragraph.
 - 2.2. Limits on Grant.
 - 2.2.1. The placement of wireless telecommunications facilities is subject to the provisions of the Jackson Municipal Code and

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specifically, Company must obtain Encroachment Permits and all other necessary permits for each instance and all right-of-way work. Without limiting the foregoing, the construction, modification, and repair of wireless telecommunications facilities otherwise permitted under this grant, must comply with the Jackson municipal code and regulations, and an application for construction, modification and repair of a wireless telecommunications facility may be denied without violating this Agreement. Provided, nothing herein is intended to prevent Company from arguing that, under applicable federal law, a particular application must be granted.

2.2.2. The exercise of the rights granted herein is subject to the police powers of the Town.

2.3. Company Ownership of Components. Company must own or control all components of a wireless telecommunications facility placed in the rights-of-way, 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 rights-of-way. Excluding the support structure owned by such other entity, the wireless telecommunications facility must be under the sole control and management of Company; and Company shall be liable for all acts or omissions, and all harms associated with that wireless telecommunications facility or its use of any support structure, whether the same are its acts or omissions, or the acts or omissions of those acting on its behalf, or the entities otherwise responsible for the supporting structure.

2.4. Application of Permitting. Subject to the Town's permitting requirements. Company may repair and replace facilities, so long as the appearance of the facilities or property affected by the repair or replacement does not change.

2.5. No Towers. No towers may be placed in the rights-of-way unless Company demonstrates that it must be permitted to place a tower as proposed in the right-of-way at the location proposed. Company may place utility poles in the rights-of-way, but only: (1) where there are existing above-ground utility poles, and the poles must be removed if other distribution system utility poles in the area are removed; (2) Company shows that existing utility poles and other existing structures cannot be used to support its Facilities, or would require a modification that would make installation of an additional utility pole less intrusive or safer; and (3) the utility pole that will be installed is similar in size and design to existing nearby poles including concealment elements, placed appropriately to minimize visual and other intrusiveness and to avoid creating undue hazard to persons or property, and meets the Town of Jackson Wireless Telecommunication Facility Design Standards.

2.6. No Real Property Interest. Nothing herein shall be deemed to grant, convey, create or vest in Company a real property interest in land, including any fee, leasehold interest, or easement, or the right to place the Facilities at any particular location within the rights-of-way.

2.7. Compliance with Law. The exercise of rights by Company under this Agreement is subject to, and strictly conditioned upon, compliance with the terms of this Agreement and applicable law now existing or hereinafter enacted.

2.8. No Waiver of Other Permits and Authorizations. All work upon the streets and public places of the Town shall be in accordance with all applicable standards, regulations, codes, and ordinances, and will be done under the general supervision of the Town Manager or his/her designee. Nothing in this Agreement shall be construed as a waiver of any laws, regulations or rules of the Town or of the Town's right to require the Company to secure the appropriate permits or Authorizations, or to pay the applicable fees associated with the same. Nothing in this Agreement shall act as a waiver of the Town's police powers. Nothing herein prevents Company from challenging the applicability of a particular fee or regulation to it on the ground that it is unduly discriminatory or preempted by state or federal law.

2.9. Conditions Precedent. The Agreement shall commence upon the Effective Date, provided that the Company shall have met each of the conditions precedent set forth below and otherwise in this Agreement (unless the Town agrees in writing to waive any of the conditions precedent), at which time it shall become effective. The Company shall have secured its insurance policies as set forth in Section 12 of this Agreement and delivered the certificate of insurance to the Town's Risk Manager, together with evidence that the premium for each of such policies have been paid, that the policies will be in effect on or before the Effective Date, and that the policies are in accordance with this Agreement.

2.10. Conditions Subsequent: RF Emissions. Without limiting the other provisions of this Agreement, Company must cease its operations if it is not in compliance with FCC regulations governing RF emissions (including but not limited to any standards that may be adopted in the future with respect to cumulative multi-point emissions), as the same may be amended from time to time, except to the extent that the FCC or other order, ruling or regulation permits it to continue to operate. The issuance of this Agreement is not intended to insulate Company from any claim or any remedy based on RF emissions. On request, or to the extent that Company is aware of any non-conformance, Company shall submit a report identifying applicable standards, measured emissions, and any area where it has Facilities that do not comply with applicable standards. The report will be treated as public record.

2.11. Other Authorizations. As a condition of this grant, Company is required to obtain and is responsible for any Authorization that may be required for the installation, operation or maintenance of the wireless telecommunications facility.

2.12. Company's Expense. Except as specifically provided otherwise, all costs incurred by Company in connection with its compliance with, or enjoyment of, this Agreement shall be borne by Company and not by Town, and all work that must be performed in order to permit the placement of wireless telecommunications facilities at particular locations (including, without limitation, work required to comply with applicable law relating to persons with disabilities) shall be paid for by Company.

2.13. Application to Subcontractors. Company is responsible for ensuring that all contractors and subcontractors comply with the requirements of this Agreement and applicable law when performing work on behalf of Company, and is jointly and severally responsible for their acts and omissions.

2.14. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, is intended to or shall confer upon any person or entity (other than the Town and Company), any right, benefit or remedy under this Agreement of any nature

whatsoever.

3. Relation to Attachment Rights and Placement of Facilities Outside the Rights-of-Way. This Agreement does not confer upon Company any right to place or attach Facilities directly upon, or to replace structures that are owned by the Town or by a third party, or to install Facilities on land or structures owned by the Town or a third party whether inside or outside the right-of-way.

4. Term. This Agreement shall be in force and effect for an initial term of five (5) years and shall continue in force and effect thereafter until properly terminated by either party. Either party may terminate the Agreement at the end of its initial five-year term, or at any time thereafter, by giving written notice of its intention to do so no less than one-hundred (180) days before the proposed date of termination. Upon termination, all of Town's consents to the use and occupancy of rights-of-way, and Company's rights to use and occupy the rights-of-way are also terminated. Notwithstanding the foregoing, all of Company's duties related to use of the rights-of-way, and its duties to indemnify the Town, shall survive termination until the Facilities are removed (as certified by the Town), or Company's obligations terminate by agreement of the parties. It is understood and agreed that the decision of whether to renew or to terminate this Agreement pursuant to this Section shall be made by those in the Town responsible for making that determination at that time, under such circumstances as may then obtain, and that the Company has no reasonable expectation of renewal or non-termination.

5. Fees

5.1. Agreement Fee. Company shall pay costs incurred by the Town in connection with this Agreement, in the amount of \$15,000.

5.2. Recurring Amount for Use of the Rights-of-Way for Placement of Wireless Telecommunications Facilities

5.2.1. For use of the rights-of-way by Company for the provision of Services by Company. Company will pay a fee of \$270 per small wireless facility (as that term is defined in 47 C.F.R. Section 1.6002) per year, subject to Section 5.2.2 below, but it may not permit any other person to own or control equipment as part of that small wireless facility without agreement of, and payment of an additional fee to the Town. If Company places wireless telecommunications facilities other than small wireless facilities in the rights-of-way, the fee for such facilities must be established by negotiation prior to installation. This fee covers the wireless telecommunications facility itself, and use of the right-of-way at the fixed location occupied by the wireless telecommunications facility. The fee shall be increased annually, beginning July 1, 2021, based on the calendar year increase in the CPI-U, West Region, with 2019 as the base year.

5.2.2. The Town reserves the right to further adjust this fee, effective on or at any time after January 1, 2021, if based on a study of its actual costs, an adjusted fee is a reasonable approximate of costs, the costs are reasonable, and are non-discriminatory. Town also may adjust the fee to any lawful amount, at any time after judgement enters in the appeal of FCC's Order In the Matter of Accelerating Wireless Broadband Deployment By Removing Barriers to Infrastructure Investment, FCC 18-133, WT Docket No. 17-79, 85 FR 51867 (Oct. 15, 2018), or if the FCC modifies that Order, and such judgment or modification permits a fee to be charged that is not based on cost. In the event the Town conducts a study prior to any fee adjustment, the Town must provide to the Company any study and a breakdown of actual costs considered resulting in a fee adjustment and Company shall reimburse the Town for a proportional share of the costs of conducting such study, based on the number of wireless franchisees whose compensation for use of the rights-of-way for placement of wireless telecommunications facilities is based on cost. If after implementation of the adjusted fee, applicable law is modified so that the increased fee rate must be changed to comply with a change in applicable law ("Change of Law"), then the parties agree to promptly amend this Agreement to revise the increased fee consistent with such Change of Law effective as of the date the Change of Law occurred, which fee may increase, or decrease. If the parties cannot reach agreement, the parties shall be deemed to have agreed that the Town is entitled to collect the maximum amount that may be collected consistent with applicable law.

5.2.3. The first payment owed under Section 5.2.2 is due within 30 days of the date an application for a wireless telecommunications facility, or an additional wireless telecommunications facility is approved, with subsequent payments due on July 1 of each year. The payment covers only the Town fiscal year (July 1 – June 30) in which the payment is due, so that a payment due on July 1, 2021 would cover July 1, 2021-June 30, 2022.

5.3. Not In Lieu. The fees specified in Section 5.1-5.2 are not in lieu of any other license, tax, fee or assessment; or in lieu of rents for use of or in return for a license to use public property other than the rights-of-way themselves. Without limitation, the fee is not in lieu of additional fees that may be charged for the use of the rights-of-way to provide additional services.

5.4. Preemption. Nothing herein prevents Company from challenging a fee on the ground that it is unduly discriminatory, or prohibited by federal or state law or statutes.

5.5. Late Fee. In the event payments are not received within fifteen (15) days of the applicable due date set forth in Sections 5.2, the payment amount due shall bear interest at the rate of twelve percent (12%) per annum or the maximum lawful rate (if lower) from the due date until paid, pro-rated as appropriate. Notwithstanding the foregoing, in no event shall the interest comprising the Late Fee pursuant to this Agreement exceed the maximum permitted by Law; and the Late Fee shall be reduced or reimbursed so that such amounts do not exceed the maximum permitted by Law.

6. Work in the Rights-of-Way

6.1. No Limitation on Obligation to Comply with Applicable Laws. Without limiting its obligations under Section 2, Company shall comply with the requirements of this Section.

6.2. No Interference.

6.2.1. No right-of-way or other public place shall be obstructed longer than necessary during its work of construction, modification or repair, and shall be restored to the same condition existing prior to the commencement of the work. No part of any right-of-way, or other public place of the Town, including any public drain, sewer, catch basin, water pipe, pavement or other public improvement, shall be damaged. However, should any such damage occur, the Company shall repair the same as promptly as possible, and, in default thereof, the Town may

make such repairs and charge the actual and documented cost thereof to and collect the same from the Company. In no event may facilities be constructed, modified or repaired in a manner that creates a hazardous condition, or a condition that is inconsistent with applicable laws and regulations protecting persons with disabilities.

6.2.2. If Town receives multiple requests for placement of wireless telecommunications facilities similar to those authorized hereunder, Town, after providing Company and other affected entities an opportunity for comment, may require consolidation of facilities or develop a non-discriminatory means of allocating sites that may be appropriate for placement of facilities in the rights-of-way.

6.3. Closing of rights-of-way. Nothing in this Agreement shall be construed as a waiver or release of the rights of the Town in and to the rights-of-way. In the event that all or part of the rights-of-way within the Service Area are (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 rights-of-way is otherwise transferred to another Person or entity, all rights and privileges granted pursuant to this Agreement with respect to such rights-of-way, or any part of such rights-of-way so abandoned, vacated, or transferred, shall cease upon the effective date of such closing, vacation, or transfer, and Company shall remove its Facilities from such rights-of-way. Nothing herein is meant to preclude Company from pursuing any rights it may have under state law against a private person if the right-of-way is vacated for the benefit of that person. The Town shall provide reasonable prior written notice to Company of any such closing, vacation, or transfer to allow Company to remove its facilities where the right to continue to occupy and use such rights-of-way is not reserved for Company.

6.4. Relocation of Facilities.

6.4.1. Company may be required to remove and relocate its Facilities, subject to such notice as may ordinarily be provided to users of similar structures, but in no event less than ninety (90) days, if: (a) the structures to which they are attached or located within are removed, ordered to be removed or relocated; (b) to accommodate the use of the rights-of-way by 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 rights-of-way by the public, or present a risk to public health or safety. To the extent that Company is required to remove or relocate its wireless Facilities to accommodate the use of the rights-of-way by a third party, nothing herein prevents Company from seeking compensation from that third party.

6.4.2. The rights and privileges granted hereby shall not be in preference or hindrance to the right of the Town, 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 Facilities interfere in any way with the construction, maintenance or repair of such public works, public improvements, or public projects, the Company shall (a) immediately commence work to remove or relocate the object of such interference if emergency circumstances exist or (b) otherwise, within fifteen (15) days of notice of such interference, protect or relocate its facilities, as may be directed by the relevant Town or other governmental authority.

6.4.3. The Town shall cooperate with Company in finding a suitable alternative location for any relocated Facilities removed pursuant to this Section in a manner that, to the extent reasonably consistent with other provisions of this Agreement, and which allows Company to continue to provide Service to its customers, including, but not limited to, expediting approval of any necessary Permits required for the relocation of Facilities.

6.4.4. If Company defaults in its obligations hereunder, the Town may remove or relocate the Facilities and charge the actual and documented cost thereof to and collect the same from the Company.

6.5. All Work Performed Safely. Construction, Modification and Repair shall be done in a safe and workmanlike manner. All work involved in the Construction, Modification and Repair of the Facilities shall be performed in a safe, thorough, workmanlike and reliable manner using materials of good and durable quality. The Company shall comply with applicable laws, codes, regulations and industry standards, as amended from time to time. The Company 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 Company 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. Company will comply with Town requirements for identification of the Facilities and for identification of employees, subcontractors, vehicles and equipment when performing work within the right-of-way.

6.6. Condition of Facilities and Surrounding Property.

6.6.1. Company shall maintain the Facilities in good condition and neat and orderly appearance, and in compliance with this Agreement, as well as all applicable laws, permits, Authorizations and site licenses.

6.6.2. Company shall keep the Facilities 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 Town gives Company written notice of a failure by Company to maintain the Facilities, Company shall use its best efforts to remedy such failure within forty-eight (48) hours after receipt of such written notice. If Company defaults in its obligations hereunder, the Town may perform the necessary work and charge the actual and documented cost thereof to and collect the same from the Company.

6.6.3. Company shall at all times keep and maintain the Facilities free of all graffiti located thereon. If Town notifies Company that graffiti is located on Facilities, Company shall remove the graffiti within three (3) business days of the written notice. If Company defaults in its obligations hereunder as provided for in Section 8, the Town may perform the necessary work and charge the actual and documented cost thereof to and collect the same from the Company.

6.6.4. 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.

6.7. Emergency Notification. The Company shall provide the Town with a twenty-four (24) hour emergency telephone num-

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ber at which a representative of the Company, not voicemail or a recording, can be contacted in the event of an emergency. The Company shall respond immediately to address a reported emergency.

6.8. Excavation Notices. Company must at all times be a member of Wyoming Utility or successor association, and comply with the requirements of Title 12, Subtitle I of the Public Utility Companies Article of the Annotated Code of Wyoming.

6.9. Inspection by Town. The Town shall have access and the right to inspect any work conducted by Company during the construction, modification or repair of Facilities.

7. Required Reports

7.1. Upon request, the Company shall provide Town an “as-built” map clearly indicating the location of the Facilities in the rights-of-way, which maps shall identify the owner of any structure on or within which Company’s Facilities are located.

7.2. Upon request, and to the extent not expressly required under a permit, Company will keep the Town Engineer apprised of the status of any work in the rights-of-way.

7.3. Upon request and if Company is required to obtain a certificate of necessity, Company 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 Facilities.

8. Default and Remedies

8.1. Defaults. The following are defaults under this Agreement:

8.1.1. If either Party fails to perform or comply with any of the conditions or covenants of this Agreement and such failure continues for a period of thirty (30) calendar days after written notice thereof, unless the performance cannot be reasonably completed within the thirty (30) day period, and the Party has commenced good faith efforts to perform and is diligently proceeding to complete performance to the satisfaction of the other Party; or

8.1.2. If Company fails to pay any sums herein specified when due and does not pay within fifteen (15) calendar days after receipt of written notice of said failure; or

8.1.3. Company’s acts or omissions create an imminent hazard to persons or properties which Company cannot or does not immediately correct.

8.2. Default by Company. In the event of default by Company as specified in the preceding section, the Town shall have the right to terminate this Agreement, by giving thirty (30) calendar days written notice to Company, and in addition may pursue any other remedies available to it at law or equity. The thirty-day notice period is not an additional cure period.

8.3. Default by Town. In the event of default by the Town, Company shall have the right to terminate this Agreement while any default continues, beyond any applicable cure period, by giving thirty (30) calendar days written notice to the Town, and in addition may pursue any other remedies available to it at law or in equity. Company shall have no recourse for damages against the Town except as may be required by state law, whether resulting from enforcement or non-enforcement of this Agreement or any provision of applicable law.

9. Town Termination Right. Town shall have the right to terminate this Agreement

9.1. if the Town is mandated or permitted 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 Facilities from the rights-of-way; or

9.2. if Company’s licenses to operate the Facilities and/or provide Service are terminated, revoked, expired, or otherwise abandoned;

9.3. if any term of this Agreement related to the design or placement of the Facilities is unenforceable; or

9.4. there is a default by Company that is not cured within the time limits set forth within this Agreement.

10. Removal Due to Termination or Abandonment. Following the termination of the Agreement for any reason, or in the event Company ceases to operate and abandons any Facilities, Company shall, within one hundred twenty (120) days, remove such Facilities from the rights-of-way and restore the rights-of-way to specifications prescribed by Town. If Company defaults in its obligations hereunder as set forth in Section 8, the Town may perform the necessary work and charge the actual and documented cost thereof to and collect the same from the Company.

11. Indemnification. Except to the extent caused by the gross negligence or willful misconduct of Town or its employees, Company agrees to indemnify, save and hold harmless, and defend the Town, its officers, boards and employees, from and against any liability for damages and for any liability or claims resulting from property damage or bodily injury (including accidental death), which arise out of negligence on the part of Company in the construction, operation, or maintenance of its Facilities, including, but not limited to, reasonable attorneys’ fees and costs as awarded by a court, provided that Town shall give Company written notice of its obligation to indemnify Town within fifteen (15) days of receipt of a claim or action pursuant to this Section. If Town determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Town.

12. Insurance and Performance Bond.

12.1. Insurance. Company shall maintain in full force and effect, at its own cost and expense, during the term of the Franchise, Commercial General Liability Insurance on ISO Form CG 00 01 or its equivalent in the amount of \$1,000,000 combined single limit for bodily injury, and property damage, and in the aggregate. Company shall provide a Certificate of Insurance including the Town, its officers, officials, agents and employees as an additional insureds. Company shall provide thirty (30) days prior written notice to the Town of cancellation or nonrenewal of any required insurance that is not replaced.

12.2. Workers’ Compensation. Company shall maintain Workers’ Compensation Insurance for all of Company’s employees who are in any way connected with the Work. Such insurance shall comply with all applicable state laws and, to the extent allowed by law, provide a waiver of subrogation against the Town, its officers, officials, agents and employees.

12.3. Performance Bond. Company shall, as a material condition of this Agreement, and prior to the commencement of any Work in the rights-of-way, deliver to the Town a performance bond in the amount of \$50,000, payable to the Town to ensure the appropriate and timely performance of Work in the right-of-way and compliance with the obligations of its Agreement. 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 in form and substance, and must be maintained until

all obligations to Town under this Agreement (including obligations to remove) are satisfied.

13. Transfer. The Agreement, or control of the Agreement or of Facilities within the right-of-way may not be assigned or transferred directly or indirectly by any means without the prior written consent of Town, which consent shall not be unreasonably withheld, conditioned or delayed, provided: (1) Company is in compliance with this Agreement in all respects; and (2) that the transfer or assignment does not create any additional burden upon the right-of-way, or adversely affect the Town’s interests under this Agreement. Notwithstanding the foregoing, upon thirty (30) days’ written notice, Company may assign this Agreement or its rights or obligations to (a) any person or entity controlling, controlled by, or under common control with Company, or (b) in connection with the sale or other transfer of substantially all of Company’s assets in the FCC market area where the Facilities are located. An assignee or transferee must accept all obligations of the Company, and responsibility for all acts and omissions of Company, known and unknown, if the transaction results in a change in Company. A license or lease of capacity on Facilities owned or controlled by Company is not a Transfer under this Section. Company may mortgage, pledge, or hypothecate its interest in Facilities without consent to any financing entity, or agent on behalf of any financing entity to whom Company (1) has obligations for borrowed money or in respect of guaranties thereof, (2) has obligations evidenced by bonds, debentures, notes or similar instruments, or (3) has obligations under or with respect to letters of credit, bankers acceptances and similar facilities or in respect of guaranties thereof. Any such assignment to a financing entity or its agent shall be subordinate to the terms of this Agreement, will not permit any person to succeed to the rights of Company under the Agreement without the Town’s prior written consent, and will not result in any lien extending to municipal property or the Agreement itself.

14. Notices

14.1. How Given. All notices, requests, demands, and other communications hereunder which are required to be in writing shall be effective when properly sent and received, refused or returned undelivered by certified mail, return receipt requested; or by an overnight delivery service providing proof of delivery: Town: Town of Jackson, c/o Town Manager, P.O. Box 1687, Jackson, WY 83001. Company: New Cingular Wireless PCS, LLC, Attn: Network Real Estate Administration, Site No. Town of Jackson Wireless Franchise Agreement (WY), 1025 Lenox Park Blvd NE, 3rd Floor, Atlanta, GA 30319. With a copy to: New Cingular Wireless PCS, LLC, Attn: AT&T Legal Dept – Network Operations, Site No. Town of Jackson Wireless Franchise Agreement (WY), 208 S. Akard Street, Dallas, TX 75202-4206. Other Notices. Company shall identify an entity to which notice may be provided by email or telephone call, twenty-four (24) hours a day, seven (7) days a week, regarding problems or complaints resulting from the construction or maintenance of Facilities, or conditions affecting the safety or integrity of the Facilities downed poles or lines, (for example), including matters that may require immediate relocation or removal of Facilities.

14.2. Changing Notice. Either party may change the person, address, email or telephone to which notice may be provided by written notice to the other party. Each party must ensure that the other has accurate information as to where notices are to be provided.

15. Miscellaneous

15.1. Materials and Claims. All materials furnished for any work done in the Service Area by Company shall be at Company’s sole cost and expense. Company agrees to protect the Facilities installed in the rights-of-way and property of the Town, and Town, from all claims of contractors, laborers and material men. Company shall promptly pay all contractors, so as to minimize the possibility of a lien attaching to the any property of the Town or the Facilities in the rights-of-way. Should any such lien be made or filed, Company shall cause the same to be discharged and released of record by bond or otherwise within thirty (30) days after written request by Town.

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

15.3. Merger. This document contains the entire Agreements of the Parties hereto with respect to the Agreement. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto or respective successors in interest.

15.4. Non-Waiver. Failure of either party to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement 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 Company to Town after a breach of this Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing.

15.5. Force Majeure. If either Town or Company is prevented or delayed from fulfilling any term or provision of this Agreement by reason of fire, flood, earthquake, or like acts of nature, wars, revolution, civil commotion, explosion, acts of terrorism, embargo, acts of the government in its sovereign capacity, material changes of laws or regulations, labor difficulties, including without limitation, strikes, slowdowns, picketing or boycotts, unavailability of equipment of vendor, or any other such cause not attributable to the negligence or fault of the party delayed in performing the acts required by the Agreement, then performance of such acts shall be excused for the period of the unavoidable delay, and the affected party shall endeavor to remove or overcome such inability as soon as reasonably possible.

15.6. Governing Law; Jurisdiction. This Agreement shall be construed in accordance with the laws of the State of Wyoming, without reference to its conflicts of law principles. If suit is brought by a Party to this Agreement, the Parties agree that trial of such action shall be vested exclusively in the United States District Court for the District of Wyoming or in Teton County, Wyoming in the Ninth Judicial District.

15.7. Change in Law and Severability. If any provision or portion thereof of this Agreement is or becomes invalid under any applicable statute or rule of law, and such invalidity does not materially alter the essence of this Agreement to either party, such provision shall not render unenforceable this entire Agreement. Rather, the parties intend that the remaining provisions shall be administered as if the Agreement did not

include the invalid provision.

15.8. Governmental Immunity. Town does not waive its governmental immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Agreement.

15.9. Representations.

15.9.1. Each of the Parties to this Agreement represents and warrants that it has the full right, power, legal capacity, and authority to enter into and perform the Parties’ respective obligations hereunder and that such obligations shall be binding upon such Party.

15.9.2. Company represents that it is validly existing and in good standing under the laws of the State of Wyoming, that it is qualified to do business under the laws of the State of Wyoming, and that it has the power and authority to own its properties, to carry on its business as now being conducted, to enter into this Agreement and carry out the transactions contemplated hereby, and to perform and carry out all covenants and obligations on its part to be performed under and pursuant to this Agreement. IN WITNESS THEREOF, the parties hereby bind themselves legally to the terms and conditions set forth in this Agreement, as evidenced by the signature of their duly authorized representatives. New Cingular Wireless PCS, LLC By: AT&T Mobility Corporation. TOWN OF JACKSON, a municipal corporation of the State of Wyoming. 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. Dated this August 13, 2020. S. Birdyshaw, Town Clerk. **Publish: 08/19/20**

TOWN ORDINANCE 1257

AN ORDINANCE AMENDING AND REENACTING SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART) AND SECTIONS 4.3.1.E.3, 4.3.1.E.8.a, 4.3.1.F.4, 4.3.1.F.6.a.ii, 4.3.1.F.7, 4.3.1.F.9.b OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS TO ADD COMMUNITY DEVELOPMENT DIRECTOR DUTIES AND RESPONSIBILITIES AND PROVIDING FOR AN EFFECTIVE DATE. NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT: SECTION I. Section 2 of Town of Jackson Ordinance No. 1074 (part) and Sections 4.3.1.E.3, 4.3.1.E.8.a, 4.3.1.F.4, 4.3.1.F.6.a.ii, 4.3.1.F.7, 4.3.1.F.9.b of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows:

Div. 4.3. Planned Resort Zones Div. 4.3

The Planned Resort Zones provide for and guide the creation or continuation of planned development configured around a major recreational activity.

4.3.1. All Planned Resort Zones (7/18/18, Ord. 1196) 4.3.1 E. Procedure. A Planned Resort master plan shall be reviewed pursuant to the standard procedures set forth for review of a PUD in Sec. 8.7.3. In addition, all Planned Resort master plans shall comply with the following procedural standards. 1. Collaboration. This procedure is intended to promote collaboration among landowners, Teton County, and the Town of Jackson in designing land development standards specific for each resort area. While one or more landowners may propose a Planned Resort master plan, and maintain the role of the applicant as identified herein, all landowners within a resort area are encouraged to participate in the design of the master plan. Participation of all landowners within a proposed Planned Resort Zone, however, is not required for the Town Council to adopt a Planned Resort Zone. 2. Purpose and Intent of Master Plan. The purpose of a Planned Resort master plan is to establish the development standards and serve as a guide to all future development within the Planned Resort. The Planned Resort master plan is intended to be of sufficient detail to describe the amount, type, size, location, and impact of the proposed resort, but technical specifications of the proposed development, such as fully engineered plans or fully detailed architectural drawings, are not required. 3. Submittal Components. A Planned Resort master plan application shall include all lands in a given resort area, as listed in 4.3.1.B. The minimum requirements for a master plan application shall be established by the Community Development Director and shall include, but not be limited to:

a. Statement of Purpose b. Master Site Plan c. Dimensional Limitation Plan d. Design Guidelines e. Transportation Demand Management Plan f. Housing Mitigation Plan g. Capital Improvements Plan h. Land Use Plan i. Phasing Plan j. Community Services Element (optional). 4. Joint Review by Town and County. The Town Planning Commission and the Town Council shall receive and consider recommendations from the County Planning Commission and Board of County Commissioners regarding any Planned Resort master plan application in the Town. For the same purpose, The Town Planning Commission and Town Council shall make recommendations to the County Planning Commission and Board of County Commissioners regarding any Planned Resort master plan application within the County. a. Purpose. The purpose of the County’s and Town’s review of any Planned Resort in the other jurisdiction is to recognize the impact of resorts on neighboring jurisdictions and to provide an opportunity for cooperation in planning and mitigation of potential impacts. b. Intent. The intent of review is for the County Planning Commission and Board of County Commissioners to have an opportunity for review and comment of a Planned Resort. The County’s role is advisory only and does not include a voting participation in review of the Planned Resort master plan. 5. Recordation. Upon approval, the Planned Resort Master Plan shall be prepared and recorded pursuant to the procedures outlined in the 8.7.3.D. 6. Amendment to Official Zoning District Map. Approval of a Planned Resort master plan also shall constitute an amendment to the Official Zoning District Map to establish the Planned Resort Zone. The public hearing notice for the Planned Resort master plan shall be accomplished so as to comply with the requirements set forth in Sec. 8.7.2. 7. Effect of Approval. After approval of a Planned Resort master plan, Physical Development and Use Permit approvals are required prior to commencement of any construction or operation of any new land use within the Planned Resort. Procedural standard

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for Physical Development and Use Permits are outlined in Div. 8.3. and Div. 8.4. No Physical Development or Use Permits shall be approved, unless the proposal is consistent with the Planned Resort master plan. Physical Development and Use Permits may encompass only an increment of the total resort development in accordance with an approved phasing plan. 8. Standing of Planned Resort Master Plan. An approved Planned Resort master plan, as amended, shall specify the development standards for the Planned Resort Zone. Once approved, a Planned Resort master plan shall be subject to the following standards: a. Amendment of Master Plan. Any landowner within a Planned Resort District may apply for amendment to the Planned Resort master plan. The amendment shall be reviewed and acted upon pursuant to the procedures set forth in Sec. 8.2.13. Minor deviations from a Planned Resort master plan may be approved by the Community Development Director, pursuant to Sec. 8.2.13.

F. Standards Applying to All Planned Resorts. 1. Consistency with Comprehensive Plan. Planned Resort master plans shall be consistent with the goals and objectives of the Jackson/Teton County Comprehensive Plan. 2. Compliance with LDRs. A Planned Resort master plan shall comply with the standards of these LDRs. Notwithstanding, the applicant for a Planned Resort master plan may propose, and the Town Council may approve, alternative standards for development that are consistent with the purpose and intent of this Section. It is fully consistent with this Section that Planned Resorts may have dimensional, design, and other development standards different from those described in other sections of these LDRs due to the unique circumstances of, and community objectives for, resort development. All standards and regulations of the prior zoning district not altered pursuant to an approved Planned Resort master plan shall apply. 3. Statement of Purpose. The Planned Resort master plan shall have a Statement of Purpose which describes the applicant's rationale for resort expansion and the design theme of the resort development. The Statement also shall describe how the resort master plan fulfills the intents of this Section, as specified in 4.3.1.A. 4. Master Site Plan. The Planned Resort master plan shall have a Master Site Plan that clearly illustrates the proposed development and the site to the satisfaction of the Community Development Director. 5. Dimensional Limitation Plan. The Planned Resort master plan shall have a Dimensional Limitation Plan, which specifies dimensional limitations necessary to achieve the design theme identified by the applicant. The plan shall include floor areas and floor area ratios, densities, landscape ratios, height, setbacks, building envelopes, etcetera, or other lines delineating areas on which restrictions of development are to be imposed and areas in square feet for each lot or building. 6. Housing Element. The Planned Resort master plan shall have a housing element to ensure a supply of affordable workforce housing that is commensurate to the demand for housing created by development within the Planned Resort. a. Affordable workforce housing shall be provided pursuant to Div. 6.3. i. Housing Calculations. Since development of a Planned Resort may span time periods over which numbers of employees and their salaries may fluctuate, the calculations performed in developing a Housing Mitigation Plan shall use data current for the most recent full year prior to application for Planned Resort master plan. ii. Master Plan Estimate. The amount of housing required and the locations where it will be provided, as presented in the Planned Resort master plan, shall be treated as an estimate/concept, and shall be finalized by the Community Development Director as Development Plans within the Planned Resort are reviewed and acted upon. Each approved Development Plan shall establish the actual amount and location of required housing for that portion of the Planned Resort master plan. 7. Design Element. The Planned Resort master plan shall include design guidelines, and a mechanism for their implementation, that establish design parameters for both buildings and spaces in the Planned Resort. The design theme of the resort shall be defined by the applicant and be consistent with the standards of this Section. This Subsection establishes concepts that the design guidelines shall address; the design guidelines shall be evaluated as to whether or not they address these concepts, as well as character objectives for specific resorts set forth in Sec. 4.3.2.-Sec. 4.3.7. The design guidelines shall be prepared by an architect or landscape architect licensed in the State of Wyoming; preparation by a person or persons of similar expertise may be permitted by the Community Development Director. a. General. There shall be visual continuity among the resort structures and design elements without unduly limiting variety in design. Development shall be compatible with the surrounding built and natural environment in both scale and character. The design theme of the Planned Resort shall have an emphasis on outdoor recreational activities and create a sense of place. A sense of place is created when site planning and architecture: i. concentrate activities and human interaction into identifiable spaces, such as a plaza or mall; ii. assemble a built environment that connects buildings, spaces and structures through common scale, design and materials; iii. incorporate into the built environment the natural features and cultural heritage of the area; and iv. produce an identifiable image that is associated with the planned resort and with Jackson Hole. b. Architecture. Building design guidelines shall reflect: i. the community's architectural character and themes ii. a human scale, pedestrian-orientation, which are created when: a) the height of buildings does not overwhelm people walking beside the buildings; and b). the ground level doors, windows and design features of buildings create an interesting diversity for people walking past the buildings iii. a built environment in keeping with the cultural and aesthetic values of the community iv. natural attributes of the immediate vicinity v. building materials and colors compatible with the surrounding natural and built environment. c. Bulk and Scale. The design guidelines shall ensure the bulk and scale of individual buildings within the Planned Resort achieve compatibility with: i. other structures within the Planned Resort when the resort development is completed, and ii. neighboring structures that are not a part of the resort, and iii. the natural environment. d. Signs. The design guidelines shall include a sign component that sets forth the sign theme for the Planned Resort and specifies criteria for determining permitted sign sizes, types, and locations. The guidelines shall contain prototypical examples of all types of signs, including wall, canopy, freestanding, directional, and informational signs. The flexibility extended to Planned Resorts via this Section, to propose standards for signs different from those specified in Division

5.6, Sign Standards, is encouraged with the purpose of having sign guidelines in keeping with the unique character and needs of the resort. e. Lighting. The design guides shall include an analysis of proposed project lighting. Areas to be illuminated (parking areas, walkways, entries, etc.) shall be identified, and general standards shall be set forth. Identification of models and types of standards and fixtures is encouraged, but specific illumination plans and photometric footprints are not required. Generally, lighting shall be low-intensity, low-profile, and shielded to avoid "light pollution" and glare to off-site areas. General illumination standards are set forth in Sec. 5.3.1. f. Site Planning i. Orientation and Aspect. Structures and public spaces within the Planned Resort, generally, shall be arranged with views of, and access to, the principal resort recreational amenity. ii. Entrance Features. Entrances to the Planned Resort shall create a sense of arrival. A sense of arrival is created when the entrance into the Planned Resort is easily identifiable and is consistent with the design theme of the resort. iii. Natural Resources. The site design shall highlight the natural resources within the Planned Resort and integrate them into the layout of the resort in order to promote a connection to the natural environment. Consequently, natural features of the site, such as significant vegetation, rock outcroppings, water bodies, etc., shall be preserved and incorporated into the project design to the extent practicable. iv. Pathways and Pedestrian Facilities. Pathways and pedestrian facilities, including access for the disabled, shall be integral components of the site design. The site shall provide an attractive, outdoor atmosphere that encourages use and reliance upon pathways and walkways. a). Safe, Convenient, and Direct Access. Pathway and pedestrian systems shall provide safe, convenient, and direct access throughout the resort, to public lands, transit facilities and the existing or planned community pathway system, when adjacent to the resort. b). Pathways. Pathways shall be provided for nonmotorized transportation, except motorized wheelchairs for the disabled shall be permitted. Bicycle racks, ski racks, etc., shall be provided at various destination points within the resort. v. Transportation Facilities. Site design shall integrate safe, convenient, and direct access to transportation services and facilities (i.e., bus shelters, information kiosks) and shall incorporate the facilities necessary for the proper functioning of the Transportation Demand Management Plan (see 8.b. below.) vi. Circulation. The layout of local streets, alleyways, and parking lots shall be sensitive to the natural terrain and landscape. Cut and fill areas shall be minimized, and natural features of the site such as wooded areas, rock outcroppings, and waterbodies, shall be preserved to the maximum extent practical. vii. Access. Safe vehicular access appropriate for refuse removal, recycling, emergency services, and delivery shall be provided. Service access shall not create unsafe conflicts with automobile and pedestrian access to primary destinations within the resort. viii. Landscaping. Project landscaping, including hardscape areas, shall be consistent with the overall design theme of the resort. Use of indigenous plant materials is encouraged. Existing vegetation shall be preserved and incorporated into the design of the project to the extent practical, especially wooded areas and other significant vegetation which provides shelter or habitat for wildlife. g. Character Objectives. Sec. 4.3.2.-Sec. 4.3.7. outline character objectives specific to each resort area that shall be incorporated into the design guidelines. 8. Transportation Element. The Planned Resort master plan shall have a transportation element to ensure that resort development does not produce an amount of vehicular traffic that undermines the community's character, and endangers the public health, safety and welfare (i.e., noise, air quality and traffic impacts.) The Planned Resort master plan shall provide an optimum mix of automobile, transit, and pathway facilities within the resort, encourage coordination of all resort transportation facilities with the County-wide transportation system, promote design and management which encourages shifts from single-occupancy vehicle trips to multi-occupancy trips, or other transportation modes, and provide equitable cost sharing for facilities and services. a. Traffic Impact Analysis. A traffic impact and access analysis is required. At a minimum, this analysis shall contain: i. Projections of external vehicle trips generated by the Planned Resort. ii. Analysis of levels of service (LOS) impacts on roadway system segments and intersections serving the Planned Resort. ii. Specification of any improvements needed to roadway system segments and intersections as a result of increased traffic from the Planned Resort. b. Transportation Demand Management Plan. The Planned Resort master plan shall include a Transportation Demand Management (TDM) Plan that demonstrates how the travel behavior of resort visitors and employees will be managed to minimize the number of vehicle trips on the roadway network resulting from the resort development. The Transportation Plan will allocate a number of vehicle trips to various roadway segments, based upon the projected traffic demand and the planned character of the roadway segments. A goal of the applicant's TDM Plan shall be to manage the transportation demands of the resort so that it is consistent with the allocation of vehicle trips to the various roadway segments that serve the Planned Resort. Potential mechanisms for managing travel behavior may include, but are not limited to: i. Increasing average vehicle occupancy ii. Shifting vehicular trips (resident and visitor) to public transit iii. Shifting vehicular trips (resident and visitor) to walking, bicycling and other nonmotorized means iv. Reducing vehicular trips through internal capture associated with mixed land use patterns. c. Parking and Loading. The Planned Resort master plan shall provide parking and loading areas of sufficient amount and type to accommodate the resort's projected demand including parking for visitors and lodging guests, waiting and loading areas for transit vehicles and their passengers, and loading areas for delivery vehicles. Parking shall be designed to encourage nonmotorized transportation, transit and high occupancy vehicle use and discourage single-occupancy vehicle use. 9. Capital Improvements Element. The Planned Resort master plan shall have a capital improvements element to ensure that infrastructure and essential services will be provided in an efficient and timely manner to accommodate projected resort demands. Planned Resort master plans shall include a capital improvements element that identifies service providers, analyzes impacts and proposes a capital improvements plan for facilities and services needed by the resort. Such facilities and services may include, but are not limited to: transportation (including transit, parking and pathways;) potable water and wastewater treatment services; waste management (hazardous and solid;)

utilities; stormwater management and snow storage facilities. a. Identification and Acknowledgment of Service Providers. The applicant shall identify the provider of all infrastructure facilities and services included in the plan. Where services are to be provided by an entity other than the applicant, documents from the service provider shall demonstrate the commitment and ability to provide such service according to the Planned Resort master plan. b. Impact Analysis. An impact analysis shall be performed for all facilities and services, unless waived by the Community Development Director. Each impact analysis shall identify the following: i. The maximum daily peak capacity of existing facilities. ii. The current daily peak demand on existing capacity. iii. The daily peak capacity available for new development. iv. The projected daily peak demand generated by new development in the Planned Resort. v. When development outside of a resort is reasonably anticipated to utilize the same infrastructure system as the resort, the Town of Jackson shall provide the applicant with estimated peak demand. vi. Any planned improvements by other entities such as the Town of Jackson or the Teton Village Water and Sewer District, and the timing of such improvements. vii. Any deficits in daily peak capacity potentially resulting from development within the Planned Resort--either from a strict demand standpoint or from a timing standpoint--taking into account other potential new development outside the Planned Resort. c. Capital Improvements Program. The capital improvements plan shall be consistent with the impact analyses and specify how any deficiencies in infrastructure will be remedied or mitigated, including descriptions of the infrastructure improvements, the responsibility and sources of funding for the improvements, and the timing for completion of improvements. Concept plans for improvements shall be included in the capital improvements plan; engineered plans shall be provided in the final development plan application for subsequent development. SECTION II. All ordinances and parts of ordinances in conflict with the provisions of this ordinance are hereby repealed. SECTION III. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance. SECTION VI. This Ordinance shall become effective after its passage, approval and publication. Dated this August 13, 2020. S. Birdyshaw, Town Clerk.

Publish: 08/19/20

TOWN ORDINANCE 1258

AN ORDINANCE AMENDING AND REENACTING SECTION 2 OF TOWN OF JACKSON ORDINANCE NO. 1074 (PART) AND SECTIONS 8.2.4.D, 8.2.4.F, 8.6.2.C, 8.7.1, 8.7.2, 8.7.3.F.2, 8.9.2.B, 8.9.4.A AND 8.10 OF THE TOWN OF JACKSON LAND DEVELOPMENT REGULATIONS TO ADD COMMUNITY DEVELOPMENT DIRECTOR DUTIES AND RESPONSIBILITIES AND PROVIDING FOR AN EFFECTIVE DATE. NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT: SECTION I. Section 2 of Town of Jackson Ordinance No. 1074 (part) and Sections 8.2.4.D, 8.2.4.F, 8.6.2.C, 8.7.1, 8.7.2, 8.7.3.F.2, 8.9.2.B, 8.9.4.A and 8.10 of the Town of Jackson Land Development Regulations are hereby amended and reenacted to read as follows: 8.2.4. Application Submittal (1/4/17, Ord. 1165) D. Application Consolidation. The application review process is intended to encourage efficient processing. Applicants are encouraged to consolidate the review of concurrent applications for a single site to the extent practical. Appropriate application consolidation will be established at the pre-application conference or by the Community Development Director along with the Planning Director and may include the waiver of overlapping application requirements. The Community Development Director along with the Planning Director may require application consolidation where the information from one application is necessary to review the compliance of another application. F. Significant Modifications. if at any point during the review of an application the Community Development Director along with the Planning Director deems that revisions to the application are significant enough to render previous reviews incomplete or obsolete, the Community Development Director along with the Planning Director may declare that the revision is a resubmittal or a new application and declare the original application withdrawn. Such a declaration resets all review deadlines and processes, and the Community Development Director along with the Planning Director may assess a new application fee.

8.6.2. Zoning Compliance Verification (ZCV) (1/4/17, Ord. 1165)

8.6.2 A. Purpose. The purpose of a zoning compliance verification is to determine in writing if all or a portion of a property is in compliance with these LDRs at a specific point in time.

B. Applicability. A zoning compliance verification may be requested for any property, portion of a property, or attribute of a property's physical development, use, development options, or subdivision. EXAMPLE: Examples of zoning compliance verification requests include, but are not limited to: a determination of the current development potential on a site; identification of any apparent nonconformities on a site; review of a wetland delineation or Environmental Analysis exemption prior to application submittal; and visual resource analysis that informs application submittal but is not dependent upon application information for review. C. Findings. In order to issue a zoning compliance verification the Community Development Director along with the Planning Director shall find that the property, portion of the property, or attribute of the property in question: 1. Complies with all relevant standards of these LDRs and other Town Ordinances; and 2. Is in substantial conformance with all standards or conditions of any prior applicable permits or approvals.

D. Effect. A zoning compliance verification shall only apply to the circumstances reviewed and will only be as detailed as the information provided in the request. A zoning compliance verification does not permit any physical development, use, development option, or subdivision, nor does it guarantee approval of any application.

E. Expiration. A zoning compliance verification shall only verify zoning compliance at the time it is issued.

F. Review Process. All steps and deadlines in the following chart are required unless noted otherwise. An applicant must complete each step before moving to the step below.

8.7.1. LDR Text Amendment (1/1/15, Ord. 1074) 8.7.1

A. Purpose. The purpose of an LDR text amendment is to

• Public Notices •

publicly review a change to these LDRs to ensure that it improves implementation of the Jackson/Teton County Comprehensive Plan or address other health, safety, or welfare issues in the community.

B. Applicability. All LDR text amendments shall be reviewed pursuant to this Section.

C. Findings. The advisability of amending the text of these LDRs is a matter committed to the legislative discretion of the Town Council and is not controlled by any one factor. In deciding to adopt or deny a proposed LDR text amendment the Town Council shall consider factors including, but not limited to, the extent to which the proposed amendment:

1. Is consistent with the purposes and organization of the LDRs; 2. Improves the consistency of the LDRs with other provisions of the LDRs; 3. Provides flexibility for landowners within standards that clearly define desired character; 4. Is necessary to address changing conditions, public necessity, and/or state or federal legislation; 5. Improves implementation of the Comprehensive Plan; and 6. Is consistent with other adopted Town Ordinances.

D. Review Process. All steps and deadlines in the following chart are required unless noted otherwise. An applicant must complete each step before moving to the step below.

8.7.2. Zoning Map Amendment (1/1/15, Ord. 1074) 8.7.2

A. Purpose. The purpose of zoning map amendment is to publicly review a change to the Official Zoning Map to ensure that it improves implementation of the Jackson/Teton County Comprehensive Plan or address other health, safety, or welfare issues in the community.

B. Applicability. All zoning map amendments shall be reviewed pursuant to this Section.

C. Findings for Approval. The advisability of amending the Official Zoning Map is a matter committed to the legislative discretion of the Town Council and is not controlled by any one factor. In deciding to adopt or deny a proposed zoning map amendment the Town Council shall consider factors including, but not limited to, the extent to which the proposed amendment: 1. Is consistent with the purposes and organization of the LDRs; 2. Improves implementation of the desired future character defined in the Illustration of Our Vision chapter of the Comprehensive Plan; 3. Is necessary to address changing conditions or a public necessity; and 4. Is consistent with the other adopted Town Ordinances.

D. Review Process. All steps and deadlines in the following chart are required unless noted otherwise. An applicant must complete each step before moving to the step below.

8.7.3. Planned Unit Development (PUD)

(1/4/17, Ord. 1165)

F. Expiration. 1. Expiration. A PUD shall expire if the physical development permit with which it was approved expires except under one of the following circumstances: a. The PUD option in Article 4. establishes an alternative expiration; or b. An alternate expiration is set through the approval of the PUD.

2. Effect of Expiration. Upon expiration, all rights established by the master plan shall become null and void. The Town shall amend the Official Zoning Map pursuant Sec. 8.7.2. from PUD to the zone that existed on the land prior to the PUD approval. If the prior zone no longer exists, the Community Development Director shall propose the appropriate zone in which to place the land.

G. Review Process. All steps and deadlines in the following chart are Required unless noted otherwise. An applicant must complete each step before moving to the step below.

8.9.2. Violations (1/1/15, Ord. 1074) 8.9.2

A. Compliance Required. Compliance with all provisions of these LDRs is required by all persons owning, developing, dividing, managing, using, or occupying land or structures. Failure to comply with a standard, requirement, prohibition, or limitation imposed by these LDRs, or the terms or conditions of any permit, approval, or authorization granted in accordance with these LDRs, shall constitute a violation of these LDRs punishable as provided in this Division.

B. Inspection. The Community Development Director along with the Planning Director shall gain permission prior to entering onto land within the Town to inspect suspected violations of these LDRs.

8.9.4. Abatement of Violations (1/4/17, Ord. 1165) 8.9.4

A. Purpose. Violations of these LDRs may be abated at the election of the Community Development Director along with the Planning Director. This procedure shall not be the sole remedy available, and the Town may enforce these LDRs in any manner provided by law.

Div. 8.10. Duties and Responsibilities

The following Town bodies and staff shall have the following powers and responsibilities in administering and reviewing applications under the LDRs.

8.10.1. Community Development Director

A. Creation and Appointment. The Community Development Director shall be appointed by and serve at the pleasure of the Town Administrator.

B. Jurisdiction, Authority, and Duties. In addition to the jurisdiction, authority, and duties which may be conferred upon the Community Development Director by other provisions of the Jackson Municipal Code and the Town Council, the Community Development Director shall have the following jurisdiction, authorities, and duties under these LDRs:

1. To initiate or review, consider, and recommend to the Town Council a decision on the following legislative applications:

a. LDR text amendments pursuant to Sec. 8.7.1.,
b. Zoning Map amendment pursuant to Sec. 8.7.2.,
c. Planned Unit Development pursuant to Sec. 8.7.3.;

2. To review the effectiveness of these LDRs and the Official Zoning Map in implementing the Comprehensive Plan; and

3. To lead and provide recommendations to the Town Council on strategic, long-range planning efforts on behalf of the Town including by not limited to the Comprehensive Plan, Integrated Transportation Plan, Housing Action Plan, etc.

C. Delegation. Any authority or duty of the Community Development Director may be delegated to a professional-level employee of the Community Development Department or Planning Department, unless specified otherwise by these LDRs.

8.10.2. Planning Director (1/1/15, Ord. 1074)

A. Creation and Appointment. The Planning Director shall be the agency head of the Planning Department appointed by and serve at the pleasure of the Town Administrator.

B. Jurisdiction, Authority, and Duties. In addition to the jurisdiction, authority, and duties which may be conferred upon the Planning Director by other provisions of the Jackson Municipal Code and the Town Council, the Planning Director shall have

the following jurisdiction, authorities, and duties under these LDRs:

1. To administer the pre-submittal requirements of these LDRs pursuant to Sec. 8.2.1.-Sec. 8.2.3.;

2. To receive applications under these LDRs pursuant to Sec. 8.2.4.-Sec. 8.2.5.;

3. To coordinate review and recommendation under these LDRs pursuant to Sec. 8.2.6.-Sec. 8.2.7.;

4. To administer post-decision requirements of these LDRs pursuant to Sec. 8.2.11.-Sec. 8.2.13.;

5. To ensure that adequate public notice is provided for public hearings on applications under these LDRs pursuant to Sec. 8.2.14.;

6. To review, consider, and decide the following permit applications:

a. sign permit pursuant to Sec. 8.3.5.,

b. basic use permit pursuant to Sec. 8.4.1.,

c. development option plan pursuant to Sec. 8.5.2.,

d. exempt land division pursuant to Sec. 8.5.4., and

e. administrative adjustment pursuant to Sec. 8.8.1.;

7. To review, consider, and decide the following requests for interpretation:

a. formal interpretation pursuant to Sec. 8.6.1., and

b. zoning compliance verification pursuant to Sec. 8.6.2.;

8. To review consider, and decide on the zoning compliance of the following applications:

a. building permit pursuant to Sec. 8.3.3. and

b. grading permit pursuant to Sec. 8.3.4.;

9. To review, consider, and recommend a decision to the Planning and Zoning Commission and/or Board of Adjustment or Town Council on the following applications:

a. sketch plan pursuant to Sec. 8.3.1.,

b. development plan pursuant to Sec. 8.3.2.,

c. conditional use permit pursuant to Sec. 8.4.2.,

d. special use permit pursuant to Sec. 8.4.3.,

e. subdivision plat pursuant to Sec. 8.5.3., and

f. variance pursuant to Sec. 8.7.2.;

10. To initiate actions to revoke permits where the physical development, use, or development option is not in compliance with the terms and conditions of the permit;

11. To initiate requests to the Town Attorney to institute proceedings against the violators of these LDRs;

12. To undertake the day to day administration of the LDRs;

13. To serve as the Secretary to the Planning and Zoning Commission/Board of Adjustment pursuant to the terms of the LDRs;

14. To take such other action and perform such other duties as may be provided for in the LDRs.

C. Delegation. Any authority or duty of the Planning Director may be delegated to a professional-level employee of the Planning Department, unless specified otherwise by these LDRs.

8.10.3. Plan Review Committee

A. Purpose. The purpose of the Plan Review Committee (PRC) is to advise and assist the Planning Director and Community Development Direction in reviewing, making recommendations, and deciding applications by providing technical assistance regarding compliance with the LDRs.

B. Composition. The PRC consists of representatives of federal, state and local agencies who oversee regulations that are related to physical development, use, development options, and subdivision. The exact members of the PRC may vary from application to application, depending on the nature and magnitude of the application. Potential PRC members are listed below, however the Planning Director may alter or expand the list if an application warrants other technical expertise.

1. Town Engineer

2. County Surveyor

3. Town Clerk

4. Building Official

5. Fire Marshal

6. Teton Conservation District

7. Parks and Recreation Department

8. Pathways Coordinator

9. START

10. Jackson Police Department

11. Sheriff's Department

12. Integrated Solid Waste and Recycling

13. Jackson/Teton County Housing Department

14. Public Works

15. Teton County Public Health

16. Teton County Scenic Preserve Trust

17. Teton County Weed and Pest

18. Teton County School District

19. Teton County

20. Wyoming Department of Game and Fish

21. Wyoming Department of Transportation

22. Wyoming Department of Environmental Quality

23. US Army Corps of Engineers

24. US Fish and Wildlife Service

25. National Forest Service

26. National Park Service

8.10.4. Town Engineer

• No changes

8.10.5. Design Review Committee

• No changes

8.10.6. Planning and Zoning Commission

• No changes

8.10.7. Board of Adjustment

• No changes

8.10.8. Town Council

• No changes

8.10.9. Hearing Officer

• No changes

8.10.10. Town Attorney. In addition to the jurisdiction, authority and duties which may be conferred upon the Town Attorney by law, and the Town Council, the Town Attorney shall have the following authority and duties under the LDRs:

A. To review and approve as to form all resolutions drafted by the Community Development Director, Planning Director, Planning and Zoning Commission, Board of Adjustment, or Town Council in connection with any requirement of the LDRs;

B. To review and approve as to form all proposed new regulations or amendments to these LDRs, all Development Agreements, easements, declarations of covenants, letters of credit, performance guarantees or other such documentation in connection with any requirement of the LDRs; and

C. To advise the Town Administrator, Community Development Director, Planning Director, Planning and Zoning Commission, Board of Adjustment, and/or Town Council in regard to legal issues that may arise during implementation of the

LDRs.

D. To enforce the provisions of the LDRs.

8.10.11. Housing Director. In addition to the jurisdiction, authority, and duties, which may be conferred upon the Jackson/Teton County Affordable Housing Director by other provisions of the Jackson Municipal Code and the Town Council, the Housing Director shall have the following authority and duties under these LDRs:

A. To advise and provide technical assistance to the Town Administrator, Community Development Director, Planning Director, Planning and Zoning Commission, Board of Adjustment, and Town Council in regard to the housing issues which may arise during implementation of these LDRs; and

B. To review, consider, and decide the following applications, where the Housing Director or Department is identified as the decision maker:

1. minor deviation pursuant to Sec. 8.2.13.B.2.,

2. formal interpretation pursuant to Sec. 8.6.1.,

3. zoning compliance verification pursuant to Sec. 8.6.2., and

4. administrative adjustment pursuant to Sec. 8.8.1.

1.1.1. SECTION II. All ordinances and parts of ordinances

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

SECTION VI. This Ordinance shall become effective after its passage, approval and publication. Dated this August 13, 2020.

S. Birdyshaw, Town Clerk.

Publish: 08/19/20

• PUBLIC NOTICE •

Notice of Final Payment;

Notice is hereby given that the Town of Jackson has accepted the work for 2019 START Bus Barn Electric Bus Charger Project as complete in full as of Aug. 3, 2020. The project has been completed in conformance with the contract for services with Mountain Electrical of Jackson, WY. Mountain Electrical is entitled to final payment due in 41 days on 9/13/20. All claims for unpaid labor and/or materials furnished to the contractor must be submitted to the Town of Jackson (Attn. Facilities Mgr. – Public Works), P.O. Box 1687, Jackson, WY, 83001 prior to the specified date of final payment.

Publish: 08/19, 08/26/20

GENERAL PUBLIC NOTICES

• PUBLIC NOTICE •

PROPOSED TEMPORARY TURBIDITY INCREASE IN HORSE CREEK

The Wyoming Department of Environmental Quality (WDEQ) has received a request from the Wyoming Game and Fish Department, for a temporary increase in turbidity in Horse Creek near Jackson, Wyoming. The temporary increase in turbidity is associated with proposed road culvert replacement and bank stabilization activities.

Activity in cold water streams like Horse Creek is normally limited to a ten (10) NTU increase over background. Approval of this request would allow an exceedance of this limit for up to ten (10) total working days, subject to monitoring and reporting. This activity will follow the procedures in Chapter 1, Section 23(c)(ii), of the WDEQ Water Quality Rules and Regulations, which allow for temporary elevated levels of turbidity in certain circumstances. The applicant has applied for a U.S. Army Corps of Engineer 404 permit for the project.

Requests for information about the proposed turbidity increase should be directed to Eric Hargett by email (eric.hargett@wyo.gov) or phone (307-777-6701). Comments must be addressed to Eric Hargett, Wyoming DEQ/WQD, 200 W. 17th Street – 4TH floor, Cheyenne, WY, 82002, and be postmarked on or before 5:00 p.m. on September 2, 2020 to be considered. Phone or email comments will not be accepted. Para español, visite deq.wyoming.gov.

Publish: 08/19/20

NOTICE OF DISSOLUTION OF WILD COUNTRY MANAGEMENT, LLC

Please be advised that on August 20, 2020, Wild Country Management, LLC, a Wyoming limited liability company, will be dissolved by mutual consent of the members and pursuant to the terms of the Operating Agreement.

1. All claims against the assets of Wild Country Management, LLC must be made in writing and include the claim amount, basis and origination date, and any and all documents establishing the same.
2. The deadline for submitting claims is August 20, 2023.
3. Any claims that are not received by Wild Country Management, LLC and actions to collect on those claims that are not brought within three years from the date of this Notice will not be recognized and will be forever barred.

All claims and payments must be sent to Wild Country Management, LLC c/o Jeff Wilkinson, P.O. Box 627, Jackson, WY 83001.

/Jeff Wilkinson/

Jeff Wilkinson, Receiver

Wild Country Management, LLC

Publish: 08/19, 08/26, 09/02, 09/09/20

AT&T Mobility, LLC is proposing to construct two small cell telecommunications facilities in Jackson, Teton County, WY. Each facility will consist of a 30-foot metal pole to support a top mounted antenna and associated equipment. EBI Project# 6120005669 will be located at 125 Virginian Lane and EBI Project# 6120005675 will be located at 685 Powderhorn Lane. Any interested party wishing to submit comments regarding the potential effects the proposed facility may have on any historic property may do so by sending comments to: Project# - listed above- MB EBI Consulting, 6876 Susquehanna Trail South, York, PA 17403, or via telephone at (717) 472-3070.
Publish: 08/19/20

Public Notices

CONTINUED PUBLICATIONS

In the Matter of the Estate of:

THOMAS C. STEPHENS,

Deceased; and

In the Matter of the Estate of:

JAUNICE STEPHENS,

Deceased.

NOTICE OF APPLICATION FOR DECREE OF SUMMARY DISTRIBUTION OF PROPERTY PURSUANT TO W.S. § 2-1-205

NOTICE IS HEREBY GIVEN:

That Lephen Corder Stephens Trustee, Trustee of the JAUNICE STEPHENS REVOCABLE TRUST dated March 20, 2012 ("Trustee") filed in the District Court of the Ninth Judicial District, Teton County, State of Wyoming, an Application for Decree of Summary Distribution and a Sworn Affidavit in support thereof pursuant to Wyoming Statutes § 2-1-201 through § 2-1-205, praying that the Court distribute all of decedents' probate estates, including its undivided two-thirds interest in the following described real property: That parcel of land being part of that tract described in Book 240 of Photo on Pages 280-282, lying in the SE1/4 NE1/4 of Section 20, T40N, R116W, Teton County, Wyoming, described as follows: Commencing at the North 1/16th corner between Sections 20 and 21 which is marked by a Brass cap on a steel pipe and has a CLCRC filed in said Office, Thence S 69° 19' 49" w, 897.53 feet to the POINT of BEGINNING which is the Northeast corner of that tract described in said Book 240, THENCE S 19° 32' 09" E, 98.14 feet along the easterly line of said tract to the southeast corner of said tract, THENCE S 77° 43' 53" W, 19.15 feet along the south line of said tract to a point, THENCE N 19° 32' 09" w, 95.72 feet parallel with said easterly line to a point, THENCE N 70° 27' 51" E, 19.00 feet to the POINT of BEGINNING. Together with and subject to any covenants, easements, and restrictions of record.

That objections must be filed within thirty (30) days of the first publication of this notice, with the District Court of Teton County, Wyoming located at 180 S. King Street, Jackson, Wyoming. If no objections are filed, the Court will enter its decree establishing right and title to the property as requested by the Trustee.

DATED this 10th day of June, 2020.

Vonde M. Smith, Wy Bar No. 6-2832
Richard R. Thomas, Wy Bar No. 7-5865
SMITH LC
Post Office Box 8729
Jackson, Wyoming 83002
T: 307-201-6000
E: vsmith@smith-lc.com

Attorneys for the Trustee
Publish: 08/12, 08/19/20

ADVERTISEMENT FOR BIDS
Jackson, Wyoming
Creekside Village Water and Sewer Improvements Project

Notice is hereby given that the Creekside Village HOA is accepting Bids for a general contract for the construction of the

Creekside Village Water and Sewer Improvements Project.

Sealed Bids for the construction of the Project will be received at the Office of the Engineer, Nelson Engineering, PO Box 1599, located at 430 S. Cache St, Jackson, WY 83001 until August 27, 2020 at 2:00 PM. At that time the Bids received will be publicly opened and read.

The Project consists of: curbstop valve exploration, cleaning, and replacement; installation of three new 4" dia PVC sewer cleanouts and repairs to existing cleanouts; cutting and capping sections of old sewerlines at manholes; sewerline and manhole cleaning; and installation of 60' of new 6" dia PVC sewerline and two new 4' dia manholes; and all other incidentals required to complete the work.

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

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

Questions regarding the Bidding Documents should be directed to Dave Dufault, PE, Nelson Engineering, 307-733-2087, ddufault@nelsonengineering.net

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

The Creekside Village HOA reserves the right to reject any and all bids, and to waive all informalities. Further, the Creekside Village HOA may accept any bid which, in its opinion, best serves its interests.

Publish: 08/12, 08/19/20

NOTICE OF ACCEPTANCE AND FINAL PAYMENT TO CONTRACTOR FOR 2020 McCOLLISTER DRIVE SEWER MAIN REPLACEMENT PROJECT

Notice is hereby given that the Teton Village Water and Sewer District has accepted, as completed according to the plans, specifications and rules governing the same, the work performed under that contract dated May 15, 2020 between the Teton Village Water and Sewer District and Westwood Curtis Construction, Inc., the Contractor; that work under said contract, known as the 2020 McCollister Drive Sewer Main Replacement Project, is complete, and the Contractor is entitled to final payment. Notice is further given that subsequent to the forty-first (41st) day after the first publication of this notice, to wit, September 22, 2020 the Teton Village Water and Sewer District will pay to said Contractor the full amount under the contract.
Publish: 08/12, 08/19/20

NOTICE OF REAL ESTATE MORTGAGE FORECLOSURE

WHEREAS, default in the payment of principal and interest has occurred under the terms of a promissory note ("Note") and real estate mortgage ("Mortgage"). The Mortgage, dated September 13, 2016, was executed and delivered by Heinz Munz (now deceased) and Babs Munz (now deceased), husband and wife ("Mortgagors") to Meridian Trust Federal Credit Union ("Mortgagee") as security for the Note of the same date, and said Mortgage was recorded on September 28, 2016, in Book 930 at Page 1001-1012 in the records of the office of the County Clerk of Teton County, State of Wyoming; and

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

WHEREAS, written notice of intent to foreclose the Mortgage by advertisement and sale has been served upon the record owners and the party in possession of the mortgaged premises at least ten (10) days prior to the commencement of this publication, and the amount due upon the Mortgage on the date of first publication of this notice of sale, August 12, 2020, being the total sum of \$900,259.75 which sum consists of the unpaid principal balance of \$389,837.41, interest accrued to the date of the first publication of this notice in the amount of \$23,940.84, billed fee in the amount of \$99.00, the amount paid by Meridian Trust Federal Credit Union to the Bank of Jackson Hole to protect its interest in the subject property in the amount of \$482,155.94, interest accrued on that amount to the date of the first publication of this notice in the amount of \$4,226.56, plus attorneys' fees, costs expended, and accruing interest after the date of first publication of this notice of sale in amounts yet to be determined; and

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

NOW, THEREFORE Meridian Trust Federal Credit Union, as the Mortgagee, will have the Mortgage foreclosed as by law provided by causing the mortgaged property to be sold at public vendue by the Sheriff or Deputy Sheriff in and for Teton County, Wyoming to the highest bidder for cash at 10:00 o'clock in the morning on September 10, 2020 at the Teton County Courthouse, 180 South King, Jackson, Wyoming 83001, for application on the above-described amounts secured by the Mortgage, said mortgaged property being described as follows, to-wit:

Lot 7 of Deer Creek Heights Subdivision, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on October 1, 1974 as Plat No. 250.

Commonly known as 1155 E. Deer Creek Drive, Jackson, Wyoming.

DATED: August 12, 2020.

Meridian Trust Federal Credit Union
By: Gregory C. Dyekman of
Long Reimer Winegar LLP
Publish: 08/12, 08/19, 08/26, 09/02/20

NOTICE OF INTENT TO SUBDIVIDE

Notice is hereby given that, in accordance with §18-5-306 Wyoming Statutes that 505 Simpson, LLC and Lisa Elenz intend to apply for a permit to subdivide in the Town of Jackson. A public hearing for said permit will occur at a regular meeting of the Town Council at the Jackson Town Hall. Please contact the Town of Jackson Planning Office at 733-0440 for scheduled meeting dates. The proposed subdivision involves vacating two lots from their respective subdivisions to create three lots with a new plat. The project is located on approximately 0.55 acres, and will vacate Lot 14 of the John D. Hall Ninth Addition to the Town of Jackson and Lot 7 of the Bruce Porter Subdivision 2nd Filing. Said Lot 14 and a portion of said Lot 7 will be reconfigured as the proposed subdivision. The street addresses of said lots 14 and 7 are 505 and 475 East Simpson Avenue, Jackson, WY 83001, respectively. The name of the proposed subdivision is Behome Addition to the Town of Jackson.
Publish: 07/29, 08/05, 08/12, 08/19/20

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