

**Special Joint Meeting**  
December 10, 2024  
1:30 PM  
Town Council Chambers  
Chair: Hailey Morton Levinson

NOTICE: THE VIDEO AND AUDIO FOR THIS MEETING ARE STREAMED TO THE PUBLIC VIA THE INTERNET AND MOBILE DEVICES WITH VIEWS THAT ENCOMPASS ALL AREAS, PARTICIPANTS AND AUDIENCE MEMBERS. PLEASE SILENCE ALL ELECTRONIC DEVICES DURING THE MEETING.

**I. ZOOM LINK FOR PUBLIC PARTICIPATION**

The Town and County reserve the right to close Public Comment via Zoom at any time. In-person comment will continue to be taken and written comments can always be submitted to Town Council by emailing [electedofficials@jacksonwy.gov](mailto:electedofficials@jacksonwy.gov) and to County Commissioners by emailing [commissioners@tetoncountywy.gov](mailto:commissioners@tetoncountywy.gov).

To join, click link or copy it to your browser: <https://us02web.zoom.us/j/89982536978?pwd=gonTGbKtlz0l4aPQyDefS4AfG2lgIS.1>

Or join at zoom.com with Webinar ID: **899 8253 6978** and Password: **83001** or by phone: **+1 669 900 9128**

**II. CALL TO ORDER AND ROLL CALL**

**III. DISCUSSION/ACTION ITEMS**

- A. Ground Lease with Virginian RV Park LLC  
Presenter: April Norton, 1:30-2:15 PM
- B. Safe Streets for All (SS4A) Leadership Commitment Adoption and Update  
Presenter: Brian Schilling, 2:15-3:00 PM

**IV. ADJOURN - COMMISSION ONLY**

**V. ORDINANCES - COUNCIL ONLY**

- A. Ordinances C-H: Ordinances Amending Title 8 and Franchise Agreements Related to the Pay As You Throw Program (Tanya Anderson, Second Reading)
  - 1. Ordinance C: An Ordinance Amending Title 8 Regarding the Pay as You Throw Program
  - 2. Ordinance D: An Ordinance Granting a Franchise Agreement to Teton Trash Removal
  - 3. Ordinance E: An Ordinance Amending the Franchise Agreement with Westbank Environmental Services
  - 4. Ordinance F: An Ordinance Amending the Franchise Agreement with Yellow Iron Excavating
  - 5. Ordinance H: An Ordinance Amending the Franchise Agreement with Terra Firma Services
- B. Ordinances AN-AO: Ordinances Granting Franchise Agreements to Star Valley Disposal and New Waste Removal (Tanya Anderson, Second Reading)
  - 1. Ordinance AN: An Ordinance Granting a Franchise Agreement to Star Valley Disposal
  - 2. Ordinance AO: An Ordinance Granting a Franchise Agreement to New Waste Removal

**VI. ADJOURN - COUNCIL ONLY**

*Please note that at any point during the meeting, the Chair or Mayor may change the order of items listed on this agenda. In order to ensure that you are present at the time your item of interest is discussed, please join the meeting at the beginning to hear any changes to the schedule or agenda.*

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## JOINT MEETING AGENDA DOCUMENTATION

**SUBMITTING DEPARTMENT:** Joint Housing

**PRESENTER:** April Norton, Housing Director

**MEETING DATE:** December 10, 2024

**SUBJECT:** 90 Virginian Lane Ground Lease for 2025 RV Operations

### STATEMENT/PURPOSE

The Teton County Board of Commissioners ("Board") and Jackson Town Council ("Council") will consider a Ground Lease for 2025 RV park operations at 90 Virginian lane.

### BACKGROUND/ALTERNATIVES

90 Virginian Lane is a 5.15-acre parcel of land located within the largest Complete Neighborhood: The Town of Jackson. It is currently zoned Neighborhood High ("NH-1") and is one of the few large, mostly vacant parcels of land that is appropriately zoned for affordable workforce housing.

The Board and Council are currently negotiating with Pennrose LLC to develop Affordable and Workforce housing on the property. Based on these negotiations, Pennrose is expected to break ground on the new permanently deed restricted homes in the spring of 2026. Given this timeline, staff have been negotiating with the owners of the Virginian RV Park operations to run the RV park in 2025.

Today, Board and Council will consider a Ground Lease with the Virginian RV Park LLC to operate the park in 2025 and share revenue earned with the Housing Authority, which owns the land.

Key considerations include:

- The RV Park would lease the ground starting immediately through October 15, 2025.
- The RV Park would like to use the property for snow storage this winter and a place to park two vehicles, on behalf of the Virginian Hotel.
- Revenue generated by the RV Park will be available to invest in Affordable and Workforce housing.
- The Housing Authority is responsible for paying taxes on the property, which are \$93,223.58 this year.

Staff recommend charging \$500,000 for the Ground Lease, payable in separate installments, starting with commencement of the Ground Lease and ending October 2025. The RV Park has indicated they are amenable to this option.

### COMPREHENSIVE PLAN ALIGNMENT

Housing Action Plan Strategy:

- Provide land as a public subsidy and build development partnerships. 2B

### STAKEHOLDER ANALYSIS

Teton County community members, businesses, and visitors.

### FISCAL IMPACT

Varies depending on direction received.

### STAFF IMPACT

Housing staff have spent 10 hours preparing this staff report, including meeting with the RV Park and their team, and other Town and County staff.

#### LEGAL REVIEW

K. Gingery & L. Colasuonno

#### ATTACHMENTS

2025 Season Ground Lease

#### RECOMMENDATION

Staff recommend approving the Ground Lease as proposed.

#### SUGGESTED MOTION

I move to direct and authorize the Jackson Teton County Housing Authority Board to execute the 2025 Season Ground Lease including any changes made today and subject to non-substantive clerical corrections made by the Town Attorney and / or the Teton County Attorney.

## 2025 SEASON GROUND LEASE

THIS **2025 SEASON GROUND LEASE** (this “**Lease**”) is made and entered into as of December \_\_\_\_, 2024, by and between **JACKSON/TETON COUNTY HOUSING AUTHORITY**, a duly constituted housing authority in the State of Wyoming pursuant to Wyoming Statute §15-10-116(b) (“**Landlord**”), and **VIRGINIAN RV PARK LLC**, a Wyoming limited liability company (“**Tenant**”).

### **Factual Background**

**A.** Landlord is the owner of the real estate commonly known as the Virginia RV Park, 90 Virginian Lane, Jackson, Wyoming, described on Exhibit A attached hereto and made a part hereof (the real estate, together with all easements and appurtenances, is hereinafter referred to as the “**Property**”); and

**B.** Landlord and Tenant were parties to a prior Ground Lease dated as of August 1, 2023, which prior Ground Lease has expired. Tenant desires to lease the Property from Landlord, and Landlord is willing to lease the Property to Tenant.

**NOW, THEREFORE**, for and in consideration of the mutual covenants contained in this Lease, Landlord and Tenant agree as follows:

1. **LEASE OF PROPERTY**: Landlord hereby leases to Tenant, and Tenant hereby hires from Landlord, the Property, on the terms and conditions set forth in this Lease.

2. **TERM**: The term of this Lease shall commence on date hereof (the “**Commencement Date**”), and end on October 15, 2025 (the “**Expiration Date**”).

3. **RENEWAL**: The term “**Summer Months**” means May 1 until October 15 of a given year.

4. **RENT**: Tenant agrees to pay Landlord as rent (“**Rent**”) the sum of \$500,000 for the period of the term of this Lease, which amount shall be due and payable as follows: First payment is due upon commencement of this Lease in the amount of \$50,000. Subsequent payments are due on June 1, July 1, August 1, September 1, and October 1, 2025 in the amount of \$90,000.

5. **USE OF PROPERTY**: The Property shall be used as a campground with recreational vehicle units in substantial conformity with the use of the Property over the five-year period preceding this Lease (“**Permitted Use**”) during the Summer Months, shuttle bus parking consistent with Paragraph 5(c) during the periods of the term that are not Summer Months, and no other purpose. Tenant may sublease or license the Property to campground users in conjunction with the Permitted Use, provided, however, that all such subleases or licenses shall not extend beyond the term of this Lease and shall all be subject to the terms of this Lease. Tenant shall not permit the Property to be used for any unlawful purpose, or in any manner which may create a nuisance, invalidate any insurance, or violate any recorded covenant or restriction existing as of the date of this Lease.

6. **LANDLORD’S ACCESS AND USE**:

(a) Landlord shall have the right to enter upon the Property upon at least twenty-four (24) hours’ notice (unless in the event of an emergency, in which case prior notice is not required) for the purpose of inspecting the same, or of making repairs to the Property. Any inspections or repairs during

the Summer Months shall be performed and reasonably calculated to not disturb the subtenants or licensees (i.e., campground users) of the Property.

(b) During the Summer Months, Landlord shall have the exclusive right to use (5) five of the recreational vehicle parking/camping spots on the Property, the location of which spots are to be designated by Tenant in its sole discretion. Landlord's use of the recreational vehicle parking/camping spots shall be without any compensation to Tenant, and in consideration of Landlord's obligations under this Lease. Landlord shall not use the recreational vehicle parking/camping spots in a manner that is disruptive to Tenant's Permitted Use.

(c) During the periods of the term that are not Summer Months: (i) Tenant may park up to two shuttle buses owned by Tenant or its affiliates on the Property and store snow on the Property to the extent such snow is removed from the Virginian Hotel property owned by Tenant's affiliate, and (ii) Landlord shall have exclusive use of the remainder of the Property.

**7. IMPROVEMENTS:** Landlord and Tenant understand and agree that the Property is unimproved except for the shower and laundry structure and check-in shed (the "Improvements") existing as of the Commencement Date. Tenant shall have no obligation to maintain, replace or restore Improvements, including as the result of any casualty, except to the extent required by law or to necessary to maintain a safe and habitable campground operation as may be conducted by Tenant during the Lease term. Tenant may, at Tenant's election, maintain, replace or restore Improvements. If undertaken in accordance with the forgoing, the making of any alterations or the installation of any equipment or trade fixtures by Tenant shall be accomplished (1) in a good and workmanlike manner, and (2) in compliance with all applicable laws and regulations. If undertaken by Tenant, the restoration of the Improvements, the making of any alterations and the installation of equipment and trade fixtures shall be paid for by Tenant, and Tenant shall keep Property free from any lien or encumbrance. Upon request, Tenant shall deliver to Landlord evidence of payment, contractors' affidavits, and full and final waivers of all liens for labor, services and materials. Landlord shall, at Tenant's request and expense, join in and consent to any applications, petitions and requests made to governmental agencies or utility companies as are necessary for the restoration of the Improvements or the providing of service thereto; provided, however, that Landlord shall have no personal liability in connection therewith. Tenant shall not construct any additional improvements without the prior written consent of Landlord. Improvements shall remain the property of Tenant, except as provided in Section 18.

**8. CONDITION; MAINTENANCE AND REPAIRS; COMPLIANCE:**

(a) Tenant's taking of possession of the Property is conclusive evidence that Tenant has examined the Property, is satisfied with its condition, and has accepted it in "as is, where is" condition. Tenant agrees that Landlord made no representations with respect to the condition of the Property and no promises to repair, maintain, or improve the Property except as explicitly set forth in this Lease.

(b) During the Summer Months, Tenant shall, at its expense, maintain the Property. However, Tenant shall have no obligation to maintain the Improvements, fixtures, or personal property located on the Property.

(c) During the periods of the term that are not Summer Months, Landlord shall, at its expense, maintain the Property to the extent necessary for Landlord's use (e.g. snow removal).

**9. ASSIGNMENT AND SUBLETTING:** Tenant shall not assign, encumber or transfer this Lease or any interest hereunder, whether voluntarily, involuntarily or by operation of law, or sublet the Property or permit the use or occupancy thereof by anyone other than Tenant, any entity controlled by Tenant's parent, and employees of Tenant, Tenant's parent, or entities controlled by Tenant's parent (including, but not limited to, in relation to Alcohol Service pursuant to Section 11), and the subtenant or licensee campground users. Tenant may assign or encumber its rights under this Lease to a mortgagee or other lender.

**10. INSURANCE:** While this Lease is in effect, the parties shall obtain and maintain the following coverage:

(a) Tenant shall obtain and maintain:

(i) Commercial general liability insurance with respect to the Property and operations thereon, including but not limited to personal injury, blanket contractual, broad form property damage liability coverages, and workers' compensation coverage as required by law, with such coverages and limits of liability not less than a \$1,000,000.00 combined single limit with a \$2,000,000.00 general aggregate limit (which general aggregate limit may be satisfied by an umbrella liability policy); and

(ii) For such period of time as Tenant shall, or shall permit any other entity to, sell, serve, store or permit the consumption of alcohol on the Property, Tenant shall maintain with a responsible and qualified insurance company licensed in the State, and with combined limits of at least \$1,000,000 per occurrence and \$1,000,000 annual aggregate "liquor law" liability insurance (sometimes also known as "dram shop" insurance), that shall insure Tenant and Landlord, and all those claiming by, through, or under Landlord. Such dram shop insurance that is held by an affiliate of Tenant and names Tenant and Landlord as additional insureds shall satisfy this requirement.

(b) Landlord shall obtain and maintain commercial general liability insurance with respect to the Property and Improvements and operations thereon, including but not limited to personal injury, blanket contractual, broad form property damage liability coverages, and workers' compensation coverage as required by law, with such coverages and limits of liability not less than a \$1,000,000.00 combined single limit with a \$2,000,000.00 general aggregate limit (which general aggregate limit may be satisfied by an umbrella liability policy).

(c) During the Summer Months, Tenant's Commercial Liability Insurance shall be primary and non-contributory. During the periods of time which are not Summer Months, Landlord's insurance shall be primary and non-contributory.

(d) Tenant shall have no obligation to maintain property or casualty insurance in relation to the Improvements or Tenant's personal property or fixtures.

**11. LIQUOR LICENSE:** Tenant has advised Landlord that, as part of the Permitted Use, Tenant intends to permit its affiliate to serve alcoholic liquor and malt beverages on the Property ("Alcohol Service"). Any Alcohol Service shall be performed in accordance with applicable Laws. Prior to the sale, serving, or consumption of alcohol at the Property, Tenant shall provide Landlord with a copy of all applicable governmental permits and licenses permitting it to do so, including, without limitation, the liquor license under which the Alcohol Service will occur. Landlord hereby consents to Alcohol Service occurring on the Property, in compliance with all applicable law.

**12. CONDEMNATION AND CASUALTY:** If the whole or any substantial part of the Property is taken by any public authority under the power of eminent domain, or taken in any manner for any public or quasi-public use (collectively “**Taking**”), so as to render (in Tenant’s reasonable judgment) the remaining portion of the Property unsuitable for the purposes intended hereunder, then, upon notice to Landlord, Tenant may terminate this Lease as of the day of possession of such public authority. All damages awarded for Taking shall belong to and be the property of Landlord, and Tenant hereby assigns to Landlord its interest, if any, in said award, other than any portion of an award that is attributable to Tenant’s leasehold interest and operation of the Property. If the whole or any substantial part of the Property is damaged by a fire or other casualty so as to render (in Tenant’s reasonable judgment) the majority of the Property unsuitable for the purposes intended hereunder, then, upon notice to Landlord, Tenant may terminate this Lease within 120 days of such fire or other casualty..

**13. LANDLORD’S RIGHT TO CURE:** All obligations under this Lease to be performed by Tenant shall be performed by Tenant at its expense. If Tenant fails to perform any act required hereunder when due, Landlord may, but shall not be obligated to, perform such act on Tenant’s behalf, without releasing Tenant from its obligations. All sums and incidental costs so paid by Landlord, shall be payable by Tenant on demand. Landlord’s performance or payment of any obligation of Tenant shall not relieve Tenant of the consequences of having failed to perform or pay the same and shall not cure any Event of Default (as hereinafter defined).

**14. UTILITIES:** Tenant shall arrange for any utilities necessary for Tenant’s operations, including, but not limited to: electrical power service, potable water service, and sanitary sewer service, all at Tenant’s cost as to installation, repairs desired by Tenant and the usage costs or fees for such utilities. Landlord shall not be liable for damages for interruption or failure of, or delay in, furnishing any service or utility or for the breakdown or failure of any mechanical equipment serving the Property.

**15. TAXES:** Landlord shall pay all real estate taxes accruing to the Property, allocated to the term of this Lease.

**16. LIENS:** Tenant shall not cause or permit any lien or encumbrance on the Property of any kind, whether created by act of Tenant, operation of law or otherwise. If all or any part of the Property become subject to any mechanics’ or other lien for work, materials or services claimed to have been provided to Tenant or the Property, Tenant, at its expense, shall promptly remove and release same of record.

**17. DEFAULT; REMEDIES:**

(a) The occurrence of any one or more of the following events (each an “**Event of Default**”) shall constitute a breach of this Lease by Tenant: (i) failure to perform or observe any other term or provision of this Lease, and such failure continues for a period of thirty (30) days after Landlord’s written notice thereof to Tenant; and (ii) Tenant (1) becomes insolvent or unable to pay its debts when due, (2) files a petition in bankruptcy under any federal or state insolvency or bankruptcy act, (3) fails to vacate or stay any bankruptcy, insolvency or similar proceeding within sixty (60) days after the proceeding is filed against Tenant, (4) fails to vacate or stay the appointment of a trustee or receiver for all or a major portion of Tenant’s property within sixty (60) days after such appointment, (5) files for corporate reorganization or any similar relief, or (6) makes an assignment of all of its assets for the benefit of creditors.

(b) Upon the occurrence of an Event of Default, Landlord shall have the right to (it being understood that Landlord's rights and remedies under this Lease are cumulative and not exclusive):

(i) terminate Tenant's right of possession and repossess the Property by forcible entry and detainer suit, by taking peaceful possession, or other appropriate legal proceedings; or

(ii) exercise any other rights or remedies available at law or in equity, including the right for specific performance or injunctive relief.

(c) No waiver or forbearance by Landlord of any Event of Default shall be deemed a waiver of any subsequent Event of Default. No waiver shall be effective unless in writing, signed by Landlord, and no waiver shall affect any Event of Default other than the one specified in such waiver and that only for the time and to the extent therein stated.

(d) If either Landlord or Tenant brings any action to enforce its rights under this Lease, the prevailing party shall be entitled to recover reasonable attorneys' fees and court costs.

(e) If Landlord fails to perform or observe any other term or provision of this Lease, and such failure continues for a period of thirty (30) days after Tenant's written notice thereof to Landlord, Tenant shall have the right to exercise any other rights or remedies available at law or in equity, including the right for specific performance or injunctive relief.

#### **18. SURRENDER; HOLDING OVER:**

(a) Upon the expiration or termination of this Lease or upon the termination of Tenant's right of possession as herein provided ("**Surrender Date**"), Tenant shall forthwith surrender the Property to Landlord in good order, repair and condition, ordinary wear and tear, and any damage done by Landlord excepted. On the Surrender Date, (i) Tenant shall leave all fixtures on the Property subject to the terms of Section 7; (ii) Tenant may remove all personal property, (iii) Tenant shall remove all trash or refuse on the Property. If Tenant fails or refuses to remove any fixtures, improvements or personal property that are required to be removed by Tenant, Tenant shall be conclusively presumed to have abandoned the same, and title thereto shall thereupon pass to Landlord without any cost either by set-off, credit, allowance or otherwise, and Landlord may, at its option, (A) accept the title to such property or (B) (i) remove the same or any part thereof in any manner that Landlord shall choose, repairing any damage to the Property caused by such removal, and (ii) store, destroy or otherwise dispose of the same without incurring liability to Tenant or any other person.

(b) At the option of Landlord, such holding over shall constitute a tenancy at sufferance or month-to-month tenancy at Landlord's sole election, where the amount of rent shall be the then-existing market rent for similar ground-leased property in Teton County, Wyoming. The provisions of this subsection (b) shall not constitute a waiver of any other rights or remedies of Landlord.

**19. NOTICES:** All notices required or desired to be given hereunder by either party shall be in writing and be given by personal delivery or by overnight courier at the addresses set forth below and by electronic mail at the email addresses set forth below. If a notice is given by personal delivery or by overnight courier, it shall also be given by email on the same day as delivery for hand delivery or depositing with the overnight courier. Notice given as aforesaid shall be a sufficient service thereof and shall be deemed given upon receipt or refusal of delivery.

Tenant:

Virginian RV Park LLC  
c/o Waterton  
222 S Riverside Plaza 20th Floor  
Chicago, IL 60606

and

c/o Orion Companies  
3520 South Park Drive  
Jackson, WY 83001

with email delivery to:

Matthew Mering <Matthew.Mering@waterton.com>  
Erick Harris <Erick.Harris@waterton.com>  
Robert Huggins <robert.huggins@orion-companies.com>  
Matt Kim-Miller <matthew.kim-miller@bfkn.com>

Landlord:

Jackson/Teton County Housing Authority  
320 S King St.  
Jackson, WY 83001

with email delivery to:

April Norton <ahnorton@tetoncountywy.gov>  
Keith Gingery <kgingery@tetoncountywy.gov>

Notices shall be deemed properly delivered and received: (i) when and if personally delivered; or (ii) one (1) business day after deposit with overnight courier; or (iii) the same day when sent by email transmission in .pdf format before 5:00 p.m. (Mountain time). Notices may be delivered on behalf of the parties by their respective attorneys.

**20. QUIET POSSESSION:** Tenant shall, on performing all the other obligations of Tenant under this Lease, peaceably and quietly hold and enjoy the Property while this Lease is in effect, subject to the terms of this Lease free from the adverse claims of all persons or entities claiming under Landlord.

**21. NON-DISTURBANCE:** In the event that Landlord subjects the Property to a mortgage, deed of trust or any other financing, Landlord shall obtain on Tenant's behalf a non-disturbance agreement from any mortgagor, lender, or beneficiary, in a form satisfactory to Tenant in its sole discretion.

**22. WAIVER; INDEMNITY:**

(a) As a material consideration to Landlord, Tenant agrees that Landlord shall not be liable to Tenant, its agents, employees, invitees, licensees and other persons claiming under Tenant for

any damage either to person or property or resulting from the loss of use thereof sustained by Tenant or such other persons due to the Property becoming out of repair or due to the happening of any act or neglect of any person except for Landlord, its employees and agents.

**(b)** Tenant shall indemnify, defend and hold Landlord harmless against and from any and all actions, liabilities, obligations, damages, claims, and costs, including, without limitation, reasonable attorney's, fees and expenses, which may be imposed upon, incurred by or asserted against Landlord by reason of any of the following occurrences during the Term: (1) any work or thing done by Tenant, or any of its agents, contractors, employees, licensees or invitees, in, on or about all or any part of the Property or the Improvements; (2) any use, nonuse, possession, occupation, condition, operation, maintenance or management of all or any part of the Property, the Improvements or any of Tenant's equipment; and (3) any negligent or tortious act of Tenant, or any of its agents, contractors, employees, licensees or invitees.

**(c)** Landlord agrees that Tenant shall not be liable to Landlord, its agents, employees, invitees, licensees and other persons claiming under Landlord for any damage either to person or property or resulting from the loss of use thereof sustained by Landlord or such other persons due to the Property becoming out of repair or due to the happening of any act or neglect of any person except for Tenant, its employees and agents.

**(d)** Landlord shall indemnify, defend and hold Tenant harmless against and from any and all actions, liabilities, obligations, damages, claims, and costs, including, without limitation, reasonable attorney's, fees and expenses, which may be imposed upon, incurred by or asserted against Tenant by reason of any of the following occurrences during the Term: (1) any work or thing done by Landlord, or any of its agents, contractors, employees, licensees or invitees, in, on or about all or any part of the Property or the Improvements; (2) any use, nonuse, possession, occupation, condition, operation, maintenance or management of all or any part of the Property, the Improvements or any of Landlord's equipment; and (3) any negligent or tortious act of Landlord , or any of its agents, contractors, employees, licensees or invitees.

**(e)** If any of the claims covered by this Section 22 is made or is threatened to be made against a party, the party with the indemnification obligation shall, on the other party's request, and at the indemnifying party's cost and expense, resist or defend such claim, action or proceeding using counsel of the indemnifying party's reasonable choosing, subject to the reasonable approval of the indemnified party.

**(f)** Landlord and Tenant each hereby waive and release one another from any and all liability or responsibility to the other, or to any other party claiming through or under them by way of subrogation or otherwise, for any loss or damage to property caused by a casualty which is insurable under the special form of property coverage (sometimes referred to as "all risk" coverage); provided, however, that this mutual waiver and release shall be applicable only with respect to a loss or damage occurring during the time when property insurance policies, which are readily available in the marketplace, contain a clause or permit an endorsement to the effect that any such release and waiver shall not adversely affect or impair the policy or the right of the insured party to receive proceeds under the policy; provided, further, that this release and waiver shall not be applicable to the portion of any damage which is not reimbursed by the damaged party's insurer because of the "deductible" in the damaged party's insurance coverage. THE RELEASE AND WAIVER CONTAINED IN THIS SECTION 22 APPLIES EVEN TO A LOSS WHICH IS ATTRIBUTABLE TO THE NEGLIGENCE OF THE PARTY HEREBY RELEASED (AND WITH RESPECT TO LANDLORD OR ANYONE ELSE FOR WHOM LANDLORD MAY BE RESPONSIBLE);

HOWEVER, THIS RELEASE AND WAIVER SHALL NOT APPLY TO A PARTY'S WILLFUL WRONGDOING OR GROSS NEGLIGENCE. The release and waiver specified in this Section 22 is cumulative with any releases or exculpations which may be contained in other provisions of this Lease.

Notwithstanding anything contrary herein, neither Landlord, nor the Town of Jackson nor Teton County, Wyoming waive their governmental immunity by entering this Agreement, and each fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Agreement.

**23. MISCELLANEOUS; MEMORANDUM:** This Lease contains the entire agreement between the parties and may be modified only in a writing signed by the parties; (b) this Lease shall be governed by the laws of the State in which the Property is located; (c) if any term of this Lease is held invalid, illegal or unenforceable, in whole or in part, the validity of the remaining part of such term or of any other term of this Lease shall not be affected thereby; (d) time is of the essence of this Lease; and (e) at Tenant's request a memorandum of this Lease or this Lease in its entirety shall be recorded against the Property in a form reasonably proposed by Tenant.

[Signature Pages Follow]

IN WITNESS WHEREOF, the undersigned have executed this Ground Lease as of the date and year first above written.

**LANDLORD:**

**JACKSON/TETON COUNTY HOUSING AUTHORITY**, a duly constituted housing authority in the State of Wyoming pursuant to Wyoming Statute §15-10-116(b)

By: \_\_\_\_\_  
Anne Kent Droppert, Chair

**ATTEST:**

By: \_\_\_\_\_  
Justin Henry, Clerk

[Signatures Continue On Following Page]

IN WITNESS WHEREOF, the undersigned have executed this Ground Lease as of the date and year first above written.

**TENANT:**

**VIRGINIAN RV PARK LLC**, a Wyoming limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Exhibit A

LEGAL DESCRIPTION OF THE PROPERTY

Lot 2 of the Virginian Addition to the Town of Jackson, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on August 16, 2004 as Plat No. 1129.

PIDN: 22-41-16-33-2-06-002



BOARD OF COUNTY  
COMMISSIONERS



TOWN  
COUNCIL

# JOINT MEETING AGENDA DOCUMENTATION

**SUBMITTING DEPARTMENT:** Pathways

**PRESENTER:** Brian Schilling

**MEETING DATE:** December 10, 2024

**SUBJECT:** Safe Streets for All – Leadership Commitment and Project Update

## STATEMENT/PURPOSE

Consideration of approval of the Safe Streets for All Leadership Commitment/Vision Zero policy from the elected boards, which is a required component of the Safety Action Plan. Staff will also provide an update on the Teton County/Town of Jackson SS4A Action Plan project work to date.

## BACKGROUND/ALTERNATIVES

In January 2023, Teton County, with the Town of Jackson as a supporting partner, was awarded \$600,000 from the Federal Highway Administration (FHWA) through the Safe Streets and Roads for All (SS4A) program to prepare a Comprehensive Safety Action Plan (SAP). The SAP will identify a comprehensive set of projects and strategies to improve the safety of the community's transportation network, serve as an update to the 2007 Pathways Master Plan, and enable the Town and County to be eligible to apply for Implementation (Capital) grant funds through the SS4A program. The grant agreement was approved and signed by the Teton County Board of County Commissioners in August 2023. In November 2023, Alta Planning and Design (with Mobycon and Y2 Consultants as sub-consultants) was awarded the contract to prepare the Safety Action Plan and associated materials. In addition to the Safety Action Plan, the scope of work includes preparation of an updated Community Streets Plan (Town Mobility Overlay) and a Transportation Engineering Design Standards (TEDS) Manual.

The core staff team from the Town/County is comprised of Brian Schilling (Pathways Coordinator - Joint) as project manager with Charlotte Frei (Regional Transportation Planning Administrator - Joint), Floren Poliseo (Public Works Director – TOJ), Kristen Waters (Public Information Specialist – Teton County), and Susan Scarlata (Communications and Strategic Initiatives Director – TOJ) also closely involved in the project development. Additional Town, County, and external staff and agencies are consulted on the project development as needed.

## Action Item: Leadership Commitment and Goal Setting (SS4A Requirement #1, PMP Task 3.1)

The SS4A program establishes a list of required components for Safety Action Plans (see the attached document *01-SS4A Action Plan Components*). The first required component listed is Leadership Commitment and Goal Setting.

The official SS4A program guidance for Action Plan components states:

### Action Plan Components

#### 1. Leadership Commitment and Goal Setting

An official public commitment (e.g., resolution, policy, ordinance) by a high-ranking official and/or governing body (e.g., mayor, city council, Tribal council, metropolitan planning organization, policy board) to an eventual goal of zero roadway fatalities and serious injuries.

The commitment must include a goal and timeline for eliminating roadway fatalities and serious injuries achieved through one, or both, of the following:

1. The target date for achieving zero roadway fatalities and serious injuries, or
2. An ambitious percentage reduction of roadway fatalities and serious injuries by a specific date with an eventual goal of eliminating roadway fatalities and injuries.

The steps for completing this requirement are outlined in Task 3.1 of the Performance Measurement Plan (PMP).

### **Task 3.1: Leadership Commitment**

Alta will draft a leadership commitment document and accompanying staff report to present virtually at a Joint Information Meeting. The leadership commitment document will outline agreed-upon safety goals, objectives, and performance measures. Alta will also be prepared to revise and refine the leadership commitment document after receiving feedback and direction from elected officials at the meeting.

In addition to being a required component of the SS4A funding process, confirming leadership commitment will help support the implementation of all project components: the Comprehensive Safety Action Plan, the Updated Community Streets Plan, and the Transportation Engineering Design Standards Manual.

The proposed Leadership Commitment (Vision Zero Policy) is provided as attachment *02-Leadership Commitment and Vision Zero Policy*. This document was previously included with the staff report for the May 6<sup>th</sup> Monthly Joint Meeting as a starting point for discussion and to provide an opportunity for the elected boards to direct staff on the proposed language for future approval. No changes were requested at that time. As presented, the draft Leadership Commitment addresses the SS4A requirements and includes language that:

- a) Sets a goal of eliminating traffic deaths and serious injuries in Teton County by 2040.
- b) References existing community plans and documents that identify policies and projects that support safety for all modes of travel.
- c) Documents the community involvement in developing the project vision statement and goals, which are included as attachments to the Leadership Commitment.
- d) Notes that eliminating traffic deaths and serious injuries is a challenging but achievable goal that will require collaboration and commitment from agencies across the community as well as a strong commitment to safe design by the community's leadership.
- e) Identifies the role of government in this process and that achieving this vision will provide significant benefits to the economic and physical wellbeing of the community.

Staff is seeking approval of the Leadership Commitment to fulfill this key requirement of the SAP.

### **Project Updates**

Updates for project work between May 2024 and November 2024 are included as attachment *03-Safe Streets for All Project Updates*.

### **COMPREHENSIVE PLAN ALIGNMENT**

Many of the goals, strategies, and policies from the Jackson/Teton County Comprehensive Plan transportation section (Chapter 7) are reflected in the Safe Streets and Roads for All program. The SS4A program is almost tailor-made to support the Town and County's transportation goals.

The following Comprehensive Plan principles and strategies are all specifically discussed in the SS4A program documentation or are identified as required components of a Safety Action Plan:

- Principle 7.1 - Meet future transportation demand with walk, bike, carpool, transit, and micromobility infrastructure.
- Policy 7.1.b: Create a transportation network based on "complete streets" and "context sensitive" solutions.
- Principle 7.3 - Coordinate transportation planning regionally.
- Strategy 7.1.S.2: Consider adopting "complete streets" and/or "context-sensitive" policies and updated road design standards for all roadways. (Safety Action Plan required component).
- Strategy 7.1.S.4 Develop a local Transportation Improvement Program (TIP) for highways, streets (including pedestrian facilities), transit, and pathways. (Safety Action Plan required component).

- Strategy 7.2.S.1: Continue to fund the local match for federal transportation grants and the administration of alternative mode travel programs through the General Fund so additional money can be dedicated to infrastructure.
- Strategy 7.2.S.5: Consider specific provisions for current planning review to require walk, bike, carpool, and transit components in new development. (Safety Action Plan required component).
- Policy 10.1.c: Plan based on community engagement. (Safety Action Plan required component).

### STAKEHOLDER ANALYSIS

Robust stakeholder engagement is a key element of the SS4A program and a required component for Safety Action Plans. The project team is conducting ongoing and extensive stakeholder outreach to try to involve as much of the local community as possible. Refer to the Public Engagement section of the Project Updates above for full descriptions of the stakeholder and community engagement with the PSC, Stakeholder Workshops, Voices JH, StoryMap and survey, and other outreach opportunities.

### FISCAL IMPACT

There is no direct cost associated with the SS4A Leadership Commitment. It is a non-binding resolution that does not trigger any future financial obligations, reporting requirements, planning projects, or construction.

The cost of preparing the Safety Action Plan and associated materials is covered entirely by the federal funding from the \$600,000 SS4A grant. The grant requires a 20% local match of \$120,000 which is funded by a donation from the Garaman Family Foundation. There is not expected to be any direct fiscal cost to the Town of Jackson or Teton County.

### STAFF IMPACT

There is no additional staff impact directly associated with the SS4A Leadership Commitment.

### **Prior Impacts**

Impacts through April 2024 are detailed in the May 6 MJM Staff Report. Estimates for staff impacts from May 2024 through November 2024 (with cumulative impacts listed in parentheses): Pathways Coordinator, 110 hours (227.5 hours cumulative); Regional Transportation Planning Administrator, 50 hours (118 hours); Town Public Works Director, 8 hours (32 hrs.); Town Community Engagement Specialist, 8 hours (16 hrs.); Town Public Works staff, 4 hours (18 hrs.); County Public Information Specialist, 8 hours (8 hrs.). Staff can provide a detailed breakdown of hourly impacts if needed.

The Safety Action Plan development will be one of the primary areas of focus for the Pathways Coordinator and the RTPA over the next 12-18 months. The project is expected to require a significant amount of staff time and will also impact staff from other Town and County departments.

### LEGAL REVIEW

Gingery and Colasuonno

### ATTACHMENTS

1. SS4A Action Plan Components
2. Leadership Commitment and Vision Zero Policy
3. Safe Streets for All Project Updates
4. Phase 1 Community Engagement Summary Memo
5. Mobility Overlay and Street Design Workshop Summary Memo
6. Corridors & Intersections Safety Analysis Locations
7. Safety Countermeasure Recommendations
8. Traffic Assessment and Strategic Flow Corridors Memo
9. Roadway Classification Review Memo (Draft)
10. StoryMap Link - <https://storymaps.arcgis.com/stories/ad22e47f0ab2480ea3cd6a390c39d6a5> or <https://engagetetoncountywy.com/10301>
11. May 6 MJM Staff Report - <https://tetoncountywy.gov/DocumentCenter/View/29289/0506-SS4A-MJM>

RECOMMENDATION

Staff recommends approval of the Leadership Commitment.

SUGGESTED MOTION

I move to approve the Safe Streets for All Leadership Commitment and Vision Zero Policy.

# STAFF REPORT



|                               |                                                                       |                        |                       |
|-------------------------------|-----------------------------------------------------------------------|------------------------|-----------------------|
| <b>Meeting Date:</b>          | December 10, 2024                                                     | <b>Meeting Title:</b>  | Special Joint Meeting |
| <b>Submitting Department:</b> | Administration                                                        | <b>Presenter:</b>      | Tanya Anderson        |
| <b>Agenda Item:</b>           | Municipal Code Title 8 Health and Safety, Pay As You Throw Ordinances | <b>Public Comment:</b> | Yes                   |

## Purpose & Policy Considerations.

The purpose of this item is for Council to review and consider proposed amendments to Municipal Code Title 8 Health and Safety and associated amendments to waste hauler franchise agreements as they pertain to Pay as You Throw (PAYT).

## Requested Action.

Staff requests Council review and consider the ordinances amendments attached to this staff report, including Ordinance C (amending Title 8 of the JMC), Ordinance D (entering a franchise with Teton Trash Removal), Ordinance E (amending franchise to Westbank Sanitation, Ordinance F (amending franchise to Yellow Iron), Ordinance H (amending franchise to Terra Firma).

## Recommendations.

Staff recommends Council approve the ordinances on second reading as drafted.

## Background.

All background information for this item is in the staff report on this meeting agenda associated with the discussion and action item for Pay As You Throw.

## Analysis.

All analysis for this item is in the staff report on this meeting agenda associated with the discussion and action item for Pay As You Throw.

## Possible Alternatives.

1. Council could adopt the ordinances at second reading with changes as set forth by Council today.
2. Council could elect not to adopt Pay As You Throw ordinances.

## Comprehensive Plan & Priority Alignment.

Comprehensive Plan Principle 2.5 – Reduce greenhouse gas emissions through waste management and water conservation

Net Zero by 2030 Resolution

Rights of Nature Resolution

Town Sustainability Plan

Goal: Reduce waste generation and increase diversion rates

Targets: Reduce landfilled waste 20% by 2030; divert 60% of our waste stream by 2030

Strategy: Implement Pay-As-You-Throw Pricing

## Fiscal Impact.

The Town of Jackson contracts with the company MuniCode to host the Jackson Municipal Code and process changes enacted by Council. The supplement service to codify new ordinances costs \$3,000 annually and does not fluctuate with the number of ordinances enacted by Council, thus the fiscal impact of this ordinance (and all) codification is minimal.

The Town is, pursuant to statute, required to publish ordinances in a newspaper of general circulation in the community (which is the News & Guide weekly). The cost of publication varies, depending on ordinance length, and is a minimum of \$200 for short ordinances.

**Staff Impact.**

Drafting the ordinance took approximately 60 hours in the Legal Department staff time.

**Attachments or Links.**

- Ordinance C (amending Title 8 of the JMC)
- Ordinance D (entering a franchise with Teton Trash Removal)
- Ordinance E (amending franchise to Westbank Sanitation)
- Ordinance F (amending franchise to Yellow Iron)
- Ordinance H (amending a franchise to Terra Firma)

**Suggested Motion.**

I move to approve Ordinances C, D, E, F, and H at second reading.

## ORDINANCE C

AN ORDINANCE AMENDING SECTION 8.12.020, DEFINITIONS, AND SECTION AND 8.12.070, SOLID WASTE COLLECTION, OF CHAPTER 8.12, GARBAGE AND REFUSE DISPOSAL, OF TITLE 8, HEALTH AND SAFETY, REGARDING PAY AS YOU THROW PROGRAM, OF THE CODE OF THE TOWN OF JACKSON, WYOMING.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

### SECTION I.

Section 8.12.020, Definitions, of Chapter 8.12, Garbage and Refuse Disposal, of Title 8, Health and Safety, of the Code of the Town of Jackson, Wyoming, is hereby amended as follows:

#### 8.12.020 – Definitions.

...

M. *PAYT Program* means a “pay-as-you-throw” variable rate Solid Waste collection program in which owners, lessees, and occupants of any property are charged for Solid Waste collection based on the size of the Solid Waste receptacle and/or the frequency of Solid Waste collection.

N. *Solid Waste* means Garbage and Refuse.

(Ord. \_\_\_\_ § \_\_\_\_, 2024; Ord. 900 § 1, 2009; Ord. 121 § 2, 1969).

### SECTION II.

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

#### 8.12.070- Regulations for Solid Waste collection..

- A. Every owner, lessee, or occupant of any property may dispose of their own Solid Waste, provided that it is properly hauled and disposed of at the Teton County Integrated Solid Waste and Recycling Center or at any other disposal facility duly approved and operated in accordance with applicable law.
- B. If Solid Waste is not self-hauled to an approved disposal facility, every owner, lessee, and occupant of any property shall provide for receptacles containing Solid Waste to be collected, hauled, and disposed of by a hauler with a valid franchise agreement.
- C. Solid Waste receptacles shall be set out for collection at the places and at such times as set forth in this Title 8.
- D. Solid Waste receptacles must not be set out upon the street for collection prior to the day of collection; and must be set out on the day of collection before the hour of collection. All empty receptacles must be removed from the street as soon as practicable after being emptied, and in every case must be removed from the street the same day they are emptied.

- E. No person shall operate as a Solid Waste hauler within the corporate limits of the Town without a franchise agreement approved by the Town Council.
- F. Effective as of August 1, 2025, each franchisee shall offer its residential customers the opportunity to participate in a PAYT Program, which, at minimum must include the following:
  - 1. *Hauling Service*: Franchisees shall offer each customer hauling service for at least two sizes of Bear-resistant Solid Waste receptacles, the sizes of which must differ by a minimum of 25 gallons.
  - 2. *Volume-Based Rates*: Franchisees shall establish a base hauling rate for the smallest Bear-resistant container offered and, for each additional Bear-resistant container size offered, the rate must be no less than 30% greater. Franchisees shall not be required to provide volume-based service rates for customers who provide their own receptacles that are inconsistent with the PAYT Program receptacle sizes offered by the franchisee.
  - 3. *Service Intervals*: Franchisees shall offer customers no less than three alternative collection frequencies.
  - 4. *Overloading Containers*. When a customer overloads a container after being notified in writing by the franchisee no less than three times of such unlawful exceedances, a franchisee may provide said customer with a receptacle the next size up in capacity or increase said customer's collection frequency.
  - 5. *Education and Outreach*: On or before March 1, 2025, Franchisee shall provide all residential customers with an educational flyer with information and guidelines about the PAYT Program via electronic mail or hard copy delivered to the customer, and thereafter on an annual basis.

(Ord. \_\_\_\_ § \_\_\_\_, 2024; Ord. 121 § 7, 1969).

### SECTION III.

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

### SECTION IV.

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

### SECTION V.

This Ordinance shall become effective after its passage, approval, and publication.

PASSED 1ST READING THE \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

PASSED 2ND READING THE \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

PASSED AND APPROVED THE \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

TOWN OF JACKSON

BY: \_\_\_\_\_

Hailey Morton Levinson, Mayor

ATTEST:

BY: \_\_\_\_\_

Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING     )  
                                      ) ss.  
COUNTY OF TETON     )

I hereby certify that the foregoing Ordinance No. was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Riley Taylor, Town Clerk

## ORDINANCE D

AN ORDINANCE GRANTING TETON TRASH REMOVAL INC. D/B/A TETON TRASH REMOVAL A FRANCHISE FOR THE COLLECTION AND DISPOSITION OF MUNICIPAL SOLID WASTE AND COMPOSTABLE / RECYCLABLE MATERIALS PROVIDING THE RIGHTS AND LIABILITIES THEREUNDER.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

### SECTION I.

**WHEREAS**, the Town Council, having determined that Teton Trash Removal Inc. D/B/A Teton Trash Removal ("Grantee") is willing to provide the services, facilities, and equipment necessary to meet the needs and interests of the Town of Jackson, Wyoming ("Franchising Authority" or "Town"), and is willing to be bound by conditions of applicable law, and by binding agreement to serve the public interest, does hereby ordain as follows:

### FINDINGS

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

1. Grantee's technical ability, financial condition, legal qualifications, and character were considered and approved in a full public proceeding after due notice and a reasonable opportunity to be heard;
2. Grantee's plans for operating the franchise were considered and found adequate and feasible in a full public proceeding after due notice and a reasonable opportunity to be heard;
3. The franchise granted to Grantee by the Town complies with the existing applicable laws and regulations;
4. The Franchise granted to Grantee is nonexclusive.

**Paragraph 1. Grant of Authority.** There is hereby granted to Grantee the permission, right, privilege, and non-exclusive franchise subject to the terms and conditions as set forth in this franchise agreement ("Franchise") and the applicable laws of the State of Wyoming, to collect and dispose of Municipal Solid Waste and Compostable / Recyclable Materials as those terms are defined in this Franchise within the corporate limits of the Town of Jackson, as they now are or may hereafter be.

**Paragraph 2. Term of Franchise.** The Franchise and rights herein granted shall take effect from and after the final passage hereof and shall continue in force subject to the terms and conditions set forth herein for a period of five (5) years, provided that Grantee shall file its acceptance of the terms of this Franchise with the Town within thirty (30) days after final passage. At the end of the fourth year the parties shall review this Franchise and make a determination with respect to an appropriate extension.

**Paragraph 3. Collection and Disposition.** Grantee promises and agrees with the said Town that it will for the period of ten (10) years immediately from and after the execution of this Franchise Agreement, collect Municipal Solid Waste and Compostable / Recyclable Materials in the said Town and transport or cause the same in accordance with the law and the ordinances of said Town to a municipal solid waste processing facility, recycling facility, and/or composting facility; to pay all costs and charges therefore; and to ensure its proper storage in a manner which will not become a nuisance or offensive to surrounding properties. Service shall be provided to all businesses and residences within the corporate limits of the Town of Jackson

collection being sufficient to prevent accumulation and spread of Municipal Solid Waste, recyclable refuse, and compostable materials, with no less than three (3) service collection frequency options offered to customers, and with hours of collection being subject to the approval of Grantor.

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

- A. *Compostable / Recyclable Materials* shall mean and include all materials accepted now, or as amended during the term of this Franchise, by the Teton County Integrated Solid Waste and Recycling Center and / or Teton Transfer Station for composting and / or recycling, including but not limited to, dimensional lumber, yard waste, grass clippings, manure, forestry products of any kind, organic materials, food waste, and Construction / demolition waste.
- B. *Construction / demolition waste* includes but is not limited to stone, clean and treated wood, concrete, asphaltic concrete, cinder blocks, brick, plaster and metal or other material specifically approved by the Wyoming Solid and Hazardous Waste Division Administrator.
- C. *Municipal Solid Waste* shall mean solid waste resulting from or incidental to residential, community, trade or business activities, including garbage, rubbish, dead animals, abandoned automobiles and all other solid waste other than Construction / demolition waste, industrial or hazardous waste, and Compostable / Recyclable Materials.
- A. *Answering service* shall mean a person or device to answer Grantee's office phone during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, for the purpose of taking messages for Grantee and relaying the messages to Grantee. Grantee shall check in with the answering service during business hours at intervals not to exceed four (4) hours.

**Paragraph 5. Franchise Fee.** For and in consideration of the grant of the franchise and right to conduct business on the streets and alleys of the Town of Jackson as herein provided, Grantee agrees to pay franchise fees as follows:

- A. 5% (five percent) of gross revenues per year for the collection of Municipal Solid Waste.
- B. 2% (two percent) of gross revenues per year for the collection of Compostable / Recyclable Materials. This rate reflects the value of recycling and compost collection to the Town of Jackson's waste reduction efforts.

Gross revenues shall include all sums received by Grantee from accounts situated within the corporate limits of the Town of Jackson, specifically including all charges, service fees, etc., deducting therefrom only any State of Wyoming sales tax which may be applicable to services rendered by Grantee. Grantee shall provide to the Town of Jackson, not later than April 30 of each year (based on a fiscal year ending December 31), financial statements prepared by an accountant and according to Generally Accepted Accounting Principles ("GAAP") upon which the franchise fee shall be determined. Concurrently with the delivery of the financial statements, Grantee shall pay to the Town of Jackson the difference between the estimated franchise fee paid as in this paragraph hereinafter set forth and the amount due based upon the financial statements. The franchise fee due and payable pursuant to this paragraph shall be payable quarterly in arrears within thirty (30) days of the close of the quarter. Each year, the estimated quarterly payments will be one fourth (1/4) of the franchise fee due and payable for the previous year. In the event the estimated payment shall exceed the franchise fee due and payable for any year, then the excess payment shall be credited against the next succeeding year's estimated quarterly payments. The franchise fee set forth herein may be modified by the Town Council of the Town of Jackson upon thirty (30) days' notice to Grantee in the event that the cost of doing business shall increase substantially for other like franchisees. Franchisee is not required to obtain a separate business license under Title 5 of the Municipal Code of the Town of

Jackson, Wyoming provided that this Franchise is in full force and effect.

**Paragraph 6. Late Payments.** In the event any payment is not received on the date due, Grantee shall pay ten percent (10%) interest on the amount due, calculated from the date the payment was originally due until the date the Franchising Authority receives the payment. If Grantee fails to pay any sums herein specified within fifteen (15) days of being due, such failure to pay shall be treated as a default.

**Paragraph 7. Books and Records.** Grantee agrees that the Franchising Authority, upon reasonable notice to Grantee, may review such of its books and records as are kept in the normal course of business at Grantee's business office, during normal business hours and on a non-disruptive basis, as is reasonably necessary to ensure compliance with the terms hereof. Provided that, if the business office is not in the Town, the record must be produced to the Franchising Authority at the Town Hall, unless the parties agree to production at some other location. Franchising Authority agrees to treat any information disclosed by the Grantee and marked as confidential as such pending a contrary determination, and only to disclose it to employees, representatives, agents or consultants that have a need to know and that have agreed to maintain the confidentiality of the materials in accordance with law.

**Paragraph 8. Rights and Privileges.** The Town, in consideration of the foregoing promises and agreements on the part of the Grantee, hereby promises and agrees that Grantee shall have, and it is hereby given, the non-exclusive right and privilege to maintain a collection service in the Town for Municipal Solid Waste and Compostable / Recyclable Materials for the term of this Franchise, and the right and privilege to collect, have and retain all charges and fees, minus the franchise fees, for such Municipal Solid Waste and Compostable / Recyclable Materials collection specified in Paragraph 18 below, and subject to any and all statutes or rules and regulations of the State of Wyoming.

**Paragraph 9. Salvage Rights.** It is further agreed that Grantee shall become the absolute owner of all Municipal Solid Waste and Compostable / Recyclable Materials to be collected under this Franchise, and Grantee shall have the right to salvage such portions of the said Municipal Solid Waste and Compostable / Recyclable Materials to be, and which is, collected as it may in its discretion deem advisable. All proceeds received from salvage operations shall be the property of Grantee without any obligation on the part of Grantee to account to the Town for such proceeds so recovered.

**Paragraph 10. Conduct of Work.** Grantee, its employees or agents, engaged in the collection of Municipal Solid Waste and Compostable / Recyclable Materials shall immediately upon emptying receptacles replace the cover thereon and set such receptacles in an upright position. Grantee, its employees or agents, shall exercise reasonable care in the handling of Municipal Solid Waste and Compostable / Recyclable Materials and the receptacles containing the same. Grantee may not burn any Municipal Solid Waste and Compostable / Recyclable Materials but must haul all Municipal Solid Waste and Compostable / Recyclable Materials, except that set forth in Paragraph 8 of this Franchise to the nearest Teton County approved location or facility by the shortest possible route, taking into account traffic conditions, weather conditions and pedestrian traffic in determination of the route to be used. Grantee, its employees or agents, shall insure in the hauling of Municipal Solid Waste and Compostable / Recyclable Materials that no spillage occurs and that the Municipal Solid Waste and Compostable / Recyclable Materials be hauled in such a manner so as not to scatter en route, covering any vehicle used for the hauling of Municipal Solid Waste and Compostable / Recyclable Materials where necessary and practical to do so and shall see to its proper storage.

**Paragraph 11. Bear-Resistant Zone.** Grantee acknowledges and recognizes that the Town of Jackson enacted a wildlife attractant ordinance regulating trash containers and trash storage, which requires some parties that contract for curbside trash pick-up to use only approved bear-resistant containers or store non-

bear resistant containers within a bear-resistant building, fencing, or enclosure. Grantee shall offer to provide service to those customers electing or required to have a bear-resistant container, as that term is defined in the Jackson Municipal Code. Grantee shall only provide bear-resistant containers for Grantee's customers who reside in the bear conflict zone, as those terms are defined in Title 8 of the Jackson Municipal Code, as amended.

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

**Paragraph 13. Indemnification.** Except to the extent caused by the gross negligence or willful misconduct of Franchising Authority or its employees, Grantee agrees to indemnify, save, and hold harmless, and defend the Franchising Authority, its elected officials, employees, contractors, boards, commissions and agents, from and against any liability for damages and from any liability or claims (including judgments, decrees, court costs, and defense costs), arising out of or related in any manner to Grantee's operations within the corporate limits of the Town, the exercise of the privileges granted herein by Franchising Authority, or the acts or omissions of the Grantee, its officers, employees, contractors, or agents, related in any way to the franchise granted herein. Provided, the Franchising Authority shall give the Grantee written notice of its obligation to indemnify the Franchising Authority within fifteen (15) days of service of a claim or action subject to this paragraph. If Grantee assumes the defense in a timely manner, and the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority.

**Paragraph 14. Liability for Expense.** It is further agreed and expressly understood by both parties that in no case will the said Town, nor any officer thereof, be liable for any portion of the expense of the work aforesaid, or for any delinquency in the payment of said Municipal Solid Waste and Compostable / Recyclable Materials collection fees or charges.

**Paragraph 15. Termination; Right of Town to Carry on Work; Damages.** It is further agreed that should Grantee fail or refuse to carry out the terms of this Franchise, the Town Council of the Town of Jackson may cancel the same thirty (30) days after receipt by Grantee of written notice of default delivered or mailed to the Grantee, unless within the said thirty (30) day period the Grantee cures the failure or refusal to comply.

**Paragraph 16. Office Maintenance; Public Service.** As further consideration for the execution of this Franchise, Grantee agrees that at all times during the term of this Franchise it will maintain an office and/or an Answering Service which shall be active during normal business hours and where a representative of Grantee may be contacted by persons desiring collection services for Municipal Solid Waste and Compostable / Recyclable Materials.

**Paragraph 17. Assignment.** It is further mutually agreed by the parties hereto that the Franchise herein granted may not be assigned without the prior written consent of the Town.

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

the fees in the event the Town shall determine in its sole discretion that a monopoly situation exists by virtue of the elimination of competition for such services within the corporate limits of the Town of Jackson, or in the event the Town shall determine, after public hearing, duly advertised with thirty (30) days' advanced notice to all franchisees holding franchises for the collection and disposal of Municipal Solid Waste and Compostable / Recyclable Materials within the corporate limits of the Town of Jackson, that existing competition is ineffective in regulating rates charged by franchisees and that the best interest of the people of the Town of Jackson require that either due to lack of competition or ineffective price competition, rates charged by such franchisees have risen to unreasonable or monopolistic levels.

**Paragraph 19. Enforcement.** In the event the Franchising Authority determines that the Grantee is in default of any provision of the Franchise, the Franchising Authority may:

- A. Commence an action in court seeking any relief which may be available; and
- B. In the case of a default of a material provision of the Franchise, declare the Franchise to be revoked.

**Paragraph 20. Review of Terms and Conditions.** It is further agreed that the terms and conditions of this Franchise may be reviewed upon thirty (30) days written notice by either party to the other and any adjustment will not affect the validity of this Franchise.

**Paragraph 21. Annexation of the Town of Jackson.** Grantee and Town agree that in the event of an annexation to the Town of an area already being served by the Grantee, the additional area so annexed shall become subject to this Franchise.

**Paragraph 22. Pick-Up Locations.** Municipal Solid Waste, Compostable / Recyclable Materials pick-up shall be at the front property line, in the alley, or at the nearest possible point to the property being served, or as may otherwise be provided from time to time by ordinance of the Town.

**Paragraph 23. Notice.** Unless expressly otherwise agreed between the parties, every notice or response required by this Franchise to be served upon the Franchising Authority or the Grantee shall be in writing, and shall be deemed to have been duly given to the required party upon actual receipt when hand delivered, upon mailing when sent by nationally recognized overnight courier, or sent by certified or registered mail, postage prepaid, return receipt requested.

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

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

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

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

**Paragraph 24. Miscellaneous Provisions.**

- A. **Binding Effect.** This Franchise shall be binding upon the heirs, administrators, successors, and assigns of Grantee.
- B. **Severability.** If any Paragraph, sentence, term, or provision hereof is determined to be illegal,

invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Paragraph, sentence, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise, or any renewal or renewals thereof.

- C. Governmental Immunity. The Franchising Authority does not waive its governmental or sovereign immunity by entering into this Franchise, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Franchise.
- D. Venue. In the event that suit shall be brought by either party, the parties agree that venue shall be exclusively vested in the state courts of the County of Teton, or, where otherwise appropriate, exclusively in the United States District Court for Wyoming.
- E. Controlling Law. This Franchise is to be governed by the law of the State of Wyoming, its conflict of laws provisions excepted.
- F. Non-Waiver. Failure of Franchising Authority or Grantee to insist on strict performance of any of the conditions, covenants, terms or provisions of this Franchise or to exercise any of its rights hereunder shall not waive such rights, but either party shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by Grantee to Franchising Authority after a breach of this Franchise shall not be deemed a waiver of such breach unless expressly set forth in writing.
- G. Effective Date. The effective date of this Franchise is upon the effective date as adopted by the Jackson Town Council pursuant to the provisions of applicable law.
- H. Descriptive Headings. The captions to Paragraphs contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

#### ACCEPTANCE OF FRANCHISE AGREEMENT

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

TETON TRASH REMOVAL INC.

TOWN OF JACKSON

\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Hailey Morton Levinson, Mayor

ATTEST:

\_\_\_\_\_  
Riley Taylor, Town Clerk

#### SECTION II.

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

#### SECTION III.

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

#### SECTION IV.

This ordinance shall become effective after its passage, approval, and publication.

PASSED 1<sup>ST</sup> READING THE \_\_\_ DAY OF \_\_\_, 2024.

PASSED 2<sup>ND</sup> READING THE \_\_\_ DAY OF \_\_\_, 2024.

PASSED 3<sup>RD</sup> READING AND APPROVED THE \_\_\_ DAY OF \_\_\_, 2024.

ATTESTATION OF TOWN CLERK

STATE OF WYOMING     )  
                                      ) ss.  
COUNTY OF TETON     )

I hereby certify that the foregoing Ordinance \_\_\_ was duly published in the Jackson Hole News & Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming on the \_\_\_ day of \_\_\_, 2024.

I further certify that the foregoing Ordinance was duly recorded on page \_\_\_ of Book \_\_\_ of Ordinances of the Town of Jackson, Wyoming.

\_\_\_\_\_  
Riley Taylor, Town Clerk

## ORDINANCE E

AN ORDINANCE OF THE TOWN OF JACKSON, WYOMING AMENDING THE FRANCHISE AGREEMENT WITH WESTBANK ENVIRONMENTAL SERVICES, INC. FOR THE COLLECTION AND DISPOSITION OF GARBAGE, ASHES, REFUSE, RECYCLABLE REFUSE, AND COMPOSTABLE MATERIALS.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

### SECTION I.

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

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

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

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

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

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

ACCEPTANCE OF AMENDMENT TO FRANCHISE AGREEMENT

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

TOWN OF JACKSON, WY

WESTBANK ENVIRONMENTAL SERVICES, INC.

BY: \_\_\_\_\_  
ITS: \_\_\_\_\_

BY: \_\_\_\_\_  
ITS: \_\_\_\_\_

**Section II.**

If any section, subsection, sentence, clauses, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate and distinct and independent provision, and such holding shall not affect the validity of the remaining portions of the ordinance.

**Section III. Effective Date.**

This Ordinance shall become effective from and after the date of its passage, approval, and publication.

PASSED ON 1ST READING THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

PASSED ON 2ND READING THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

PASSED AND ADOPTED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

TOWN OF JACKSON

\_\_\_\_\_  
Hailey Morton Levinson, Mayor

ATTEST:

\_\_\_\_\_  
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING     )

COUNTY OF TETON     ) ss.

TOWN OF JACKSON     )

I hereby certify that the foregoing Ordinance \_\_\_\_ was duly published in the Jackson Hole News & Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming on the \_\_\_\_ day \_\_\_\_\_ 2024. I further certify that the foregoing Ordinance was duly recorded on page \_\_\_\_ of Book \_\_\_\_ of Ordinances of the Town of Jackson, Wyoming.

\_\_\_\_\_  
Riley Taylor, Town Clerk

## ORDINANCE F

AN ORDINANCE OF THE TOWN OF JACKSON, WYOMING AMENDING THE FRANCHISE AGREEMENT WITH YELLOW IRON EXCAVATING, LLC DBA YELLOW IRON WASTE REMOVAL, FOR THE COLLECTION AND DISPOSITION OF GARBAGE, ASHES, REFUSE, RECYCLABLE REFUSE, AND COMPOSTABLE MATERIALS.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

### SECTION I.

**WHEREAS**, the Town Council and Yellow Iron Excavating, LLC dba Yellow Iron Waste Removal (“Grantee”) have determined that it will serve the best interests of all parties to amend the existing franchise agreement to include new provisions regarding bear-resistant containers and a pay-as-you-throw program, as follows (“Amendment”):

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

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

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

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

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

ACCEPTANCE OF AMENDMENT TO FRANCHISE AGREEMENT

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

TOWN OF JACKSON, WY

YELLOW IRON EXCAVATING, LLC DBA  
YELLOW IRON WASTE REMOVAL

BY: \_\_\_\_\_  
ITS: \_\_\_\_\_

BY: \_\_\_\_\_  
ITS: \_\_\_\_\_

**Section II.**

If any section, subsection, sentence, clauses, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate and distinct and independent provision, and such holding shall not affect the validity of the remaining portions of the ordinance.

**Section III. Effective Date.**

This Ordinance shall become effective from and after the date of its passage, approval, and publication.

PASSED ON 1ST READING THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

PASSED ON 2ND READING THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

PASSED AND ADOPTED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

TOWN OF JACKSON

\_\_\_\_\_  
Hailey Morton Levinson, Mayor

ATTEST:

\_\_\_\_\_  
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING     )

COUNTY OF TETON     ) ss.

TOWN OF JACKSON     )

I hereby certify that the foregoing Ordinance \_\_\_\_ was duly published in the Jackson Hole News & Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming on the \_\_\_\_ day \_\_\_\_\_ 2024. I further certify that the foregoing Ordinance was duly recorded on page \_\_\_\_ of Book \_\_\_\_ of Ordinances of the Town of Jackson, Wyoming.

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Riley Taylor, Town Clerk

## ORDINANCE H

AN ORDINANCE OF THE TOWN OF JACKSON, WYOMING AMENDING THE FRANCHISE AGREEMENT WITH TERRA FIRMA SERVICES, LLC FOR THE COLLECTION AND DISPOSITION OF COMPOSTABLE/RECYCLABLE MATERIALS AND MUNICIPAL SOLID WASTE.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

### SECTION I.

**WHEREAS**, the Town Council and Terra Firma Services, LLC (“Grantee”) have determined that it will serve the best interests of all parties to amend the existing franchise agreement to include new provisions regarding bear-resistant containers and a pay-as-you-throw program, as follows (“Amendment”):

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

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

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

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

### ACCEPTANCE OF AMENDMENT TO FRANCHISE AGREEMENT

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

TOWN OF JACKSON, WY

TERRA FIRMA SERVICES, LLC

BY: \_\_\_\_\_  
ITS: \_\_\_\_\_

BY: \_\_\_\_\_  
ITS: \_\_\_\_\_

**Section II.**

If any section, subsection, sentence, clauses, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate and distinct and independent provision, and such holding shall not affect the validity of the remaining portions of the ordinance.

**Section III. Effective Date.**

This Ordinance shall become effective from and after the date of its passage, approval, and publication.

PASSED ON 1ST READING THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

PASSED ON 2ND READING THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

PASSED AND ADOPTED THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

**TOWN OF JACKSON**

\_\_\_\_\_  
Hailey Morton Levinson, Mayor

ATTEST:

\_\_\_\_\_  
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING     )

COUNTY OF TETON     ) ss.

TOWN OF JACKSON     )

I hereby certify that the foregoing Ordinance \_\_\_\_ was duly published in the Jackson Hole News & Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming on the \_\_\_\_ day \_\_\_\_\_ 2024. I further certify that the foregoing Ordinance was duly recorded on page \_\_\_\_ of Book \_\_\_\_ of Ordinances of the Town of Jackson, Wyoming.

\_\_\_\_\_  
Riley Taylor, Town Clerk

# STAFF REPORT



|                               |                                                                  |                        |                               |
|-------------------------------|------------------------------------------------------------------|------------------------|-------------------------------|
| <b>Meeting Date:</b>          | December 10, 2024                                                | <b>Meeting Title:</b>  | Special Joint Meeting         |
| <b>Submitting Department:</b> | Clerk / Legal                                                    | <b>Presenter:</b>      | Riley Taylor / Lea Colasuonno |
| <b>Agenda Item:</b>           | Franchise Agreements: Star Valley Disposal and New Waste Removal | <b>Public Comment:</b> | Yes                           |

## Purpose & Policy Considerations.

The purpose of this item is for Council to review and consider proposed franchise agreements with Star Valley Disposal and New Waste Removal.

## Requested Action.

Staff requests Council review and consider the proposed franchise agreements with Star Valley Disposal and New Waste Removal.

## Recommendations.

Staff recommends Council approve the proposed franchise agreements with Star Valley Disposal and New Waste Removal.

## Background.

Recently the Town of Jackson began work on a Pay as You Throw ordinance, during which process staff reviewed hauler franchises to ensure each one was appropriately updated. Staff discovered Star Valley Disposal did not have a current franchise and, reaching out to them, learned they have a few (not many) customers within the Town and should have a franchise. The owners were unaware of the issue and promptly worked with staff to rectify it.

Second, staff identified a new hauler, New Waste Removal, that began doing business in the Jackson area in 2021. The owners were unaware of franchise requirements but have had an active business license since June of 2021 and are in good standing. They have been made aware of the franchise requirement and would like to pursue a franchise to continue doing business in the town.

## Analysis.

The Star Valley Disposal and New Waste Removal hauling franchises were drafted in accordance with the Town's current standard terms – including the new bear and Pay as You Throw ordinances. Highlights include:

- Term: Five years.
- Collection Materials:
  - *Compostable / Recyclable Materials* shall mean and include all materials accepted now, or as amended during the term of this Franchise, by the Teton County Integrated Solid Waste and Recycling Center and / or Teton Transfer Station for composting and / or recycling, including but not limited to, dimensional lumber, yard waste, grass clippings, manure, forestry products of any kind, organic materials, food waste, and Construction / demolition waste.
  - *Construction / Demolition Waste* includes but is not limited to stone, clean and treated wood, concrete, asphaltic concrete, cinder blocks, brick, plaster and metal or other material specifically approved by the Wyoming Solid and Hazardous Waste Division Administrator.
  - *Municipal Solid Waste* shall mean solid waste resulting from or incidental to residential, community, trade or business activities, including garbage, rubbish, dead animals, abandoned automobiles and all other solid waste other than Construction / demolition waste, industrial or hazardous waste, and Compostable / Recyclable Materials.
- Fees:

- 5% of gross revenues per year for the collection of Municipal Solid Waste and Construction / Demolition Waste.
  - 2% of gross revenues per year for the collection of Compostable / Recyclable Materials. This rate reflects the value of recycling and compost collection to the Town of Jackson's waste reduction efforts.
- Salvage Rights. Star Valley Disposal becomes the absolute owner of all Municipal Solid Waste and Compostable / Recyclable Materials to be collected under this Franchise
- Conduct of Work. Star Valley Disposal must:
  - Replace the cover after emptying receptacles
  - Exercise reasonable care in the handling of Municipal Solid Waste and Compostable / Recyclable Materials and the receptacles
  - Not burn any Municipal Solid Waste and Compostable / Recyclable Materials
  - Haul all Municipal Solid Waste and Compostable / Recyclable Materials, except that salvaged to the nearest Teton County approved location or facility by the shortest possible route, taking into account traffic conditions, weather conditions and pedestrian traffic in determination of the route to be used.
  - Not allow spillage occurs and haul in such a manner so as not to scatter materials en route, covering any vehicle used for the hauling of Municipal Solid Waste and Compostable / Recyclable Materials where necessary.
- Bear-Resistant Zone. Star Valley Disposal must comply with these regulations.
- Pay as You Throw. Star Valley Disposal must comply with this ordinance.
- Serve any area annexed into the Town in the future.

### **Possible Alternatives.**

Council could adopt the franchise ordinance at second reading with changes as set forth by Council today.

### **Comprehensive Plan & Priority Alignment.**

Comprehensive Plan Principle 2.5 – Reduce greenhouse gas emissions through waste management and water conservation

Net Zero by 2030 Resolution

Rights of Nature Resolution

Town Sustainability Plan

Goal: Reduce waste generation and increase diversion rates

Targets: Reduce landfilled waste 20% by 2030; divert 60% of our waste stream by 2030

Strategy: Implement Pay-As-You-Throw Pricing

### **Fiscal Impact.**

*Cost of the ordinance:*

- The Town of Jackson contracts with the company MuniCode to host the Jackson Municipal Code and process changes enacted by Council. The supplement service to codify new ordinances costs \$3,000 annually and does not fluctuate with the number of ordinances enacted by Council, thus the fiscal impact of this ordinance (and all) codification is minimal.
- The Town is, pursuant to statute, required to publish ordinances in a newspaper of general circulation in the community (which is the News & Guide weekly). The cost of publication varies, depending on ordinance length, and is a minimum of \$200 for short ordinances.

Revenue:

- The Town will collect 5% of gross revenues per year for the collection of Municipal Solid Waste and 2% of gross revenues per year for the collection of Compostable / Recyclable Materials. The exact revenue figure is indeterminable at this time, as it depends, annually, on the number of customers of the franchisee.

**Staff Impact.**

Contacting and working with Star Valley Disposal and New Waste Removal and drafting the ordinances took approximately 6 hours in the Legal Department staff time and 4 hours of the Town's Clerk's time.

**Attachments or Links.**

- Ordinance AN (granting franchise to Star Valley Disposal)
- Ordinance AO (granting franchise to New Waste Removal)

**Suggested Motion.**

I move to approve Ordinances AN and AO at second reading.

## ORDINANCE AN

AN ORDINANCE GRANTING STAR VALLEY DISPOSAL, INC. A FRANCHISE FOR THE COLLECTION AND DISPOSITION OF MUNICIPAL SOLID WASTE AND COMPOSTABLE / RECYCLABLE MATERIALS PROVIDIING THE RIGHTS AND LIABILITIES THEREUNDER.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

### SECTION I.

**WHEREAS**, the Town Council, having determined that Star Valley Disposal, Inc. ("Grantee") is willing to provide the services, facilities, and equipment necessary to meet the needs and interests of the Town of Jackson, Wyoming ("Franchising Authority" or "Town"), and is willing to be bound by conditions of applicable law, and by binding agreement to serve the public interest, does hereby ordain as follows:

### FINDINGS

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

1. Grantee's technical ability, financial condition, legal qualifications, and character were considered and approved in a full public proceeding after due notice and a reasonable opportunity to be heard;
2. Grantee's plans for operating the franchise were considered and found adequate and feasible in a full public proceeding after due notice and a reasonable opportunity to be heard;
3. The franchise granted to Grantee by the Town complies with the existing applicable laws and regulations;
4. The Franchise granted to Grantee is nonexclusive.

**Paragraph 1. Grant of Authority.** There is hereby granted to Grantee the permission, right, privilege, and non-exclusive franchise subject to the terms and conditions as set forth in this franchise agreement ("Franchise") and the applicable laws of the State of Wyoming, to collect and dispose of Municipal Solid Waste and Compostable / Recyclable Materials as those terms are defined in this Franchise within the corporate limits of the Town of Jackson, as they now are or may hereafter be.

**Paragraph 2. Term of Franchise.** The Franchise and rights herein granted shall take effect from and after the final passage hereof and shall continue in force subject to the terms and conditions set forth herein for a period of five (5) years, provided that Grantee shall file its acceptance of the terms of this Franchise with the Town within thirty (30) days after final passage. At the end of the fourth year the parties shall review this Franchise and make a determination with respect to an appropriate extension.

**Paragraph 3. Collection and Disposition.** Grantee promises and agrees with the said Town that it will for the period of five (5) years immediately from and after the execution of this Franchise Agreement, collect Municipal Solid Waste and Compostable / Recyclable Materials in the said Town and transport or cause the same in accordance with the law and the ordinances of said Town to a municipal solid waste processing facility, recycling facility, and/or composting facility; to pay all costs and charges therefore; and to ensure its proper storage in a manner which will not become a nuisance or offensive to surrounding properties. Service shall be provided to all businesses and residences within the corporate limits of the Town of Jackson collection being sufficient to prevent accumulation and spread of Municipal Solid Waste, recyclable refuse,

and compostable materials, with no less than three (3) service collection frequency options offered to customers, and with hours of collection being subject to the approval of Grantor.

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

- A. *Compostable / Recyclable Materials* shall mean and include all materials accepted now, or as amended during the term of this Franchise, by the Teton County Integrated Solid Waste and Recycling Center and / or Teton Transfer Station for composting and / or recycling, including but not limited to, dimensional lumber, yard waste, grass clippings, manure, forestry products of any kind, organic materials, food waste, and Construction / demolition waste.
- B. *Construction / demolition waste* includes but is not limited to stone, clean and treated wood, concrete, asphaltic concrete, cinder blocks, brick, plaster and metal or other material specifically approved by the Wyoming Solid and Hazardous Waste Division Administrator.
- C. *Municipal Solid Waste* shall mean solid waste resulting from or incidental to residential, community, trade or business activities, including garbage, rubbish, dead animals, abandoned automobiles and all other solid waste other than Construction / demolition waste, industrial or hazardous waste, and Compostable / Recyclable Materials.
- A. *Answering service* shall mean a person or device to answer Grantee's office phone during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, for the purpose of taking messages for Grantee and relaying the messages to Grantee. Grantee shall check in with the answering service during business hours at intervals not to exceed four (4) hours.

**Paragraph 5. Franchise Fee.** For and in consideration of the grant of the franchise and right to conduct business on the streets and alleys of the Town of Jackson as herein provided, Grantee agrees to pay franchise fees as follows:

- A. 5% (five percent) of gross revenues per year for the collection of Municipal Solid Waste and Construction / Demolition Waste.
- B. 2% (two percent) of gross revenues per year for the collection of Compostable / Recyclable Materials. This rate reflects the value of recycling and compost collection to the Town of Jackson's waste reduction efforts.

Gross revenues shall include all sums received by Grantee from accounts situated within the corporate limits of the Town of Jackson, specifically including all charges, service fees, etc., deducting therefrom only any State of Wyoming sales tax which may be applicable to services rendered by Grantee. Grantee shall provide to the Town of Jackson, not later than April 30 of each year (based on a fiscal year ending December 31), financial statements prepared by an accountant and according to Generally Accepted Accounting Principles ("GAAP") upon which the franchise fee shall be determined. Concurrently with the delivery of the financial statements, Grantee shall pay to the Town of Jackson the difference between the estimated franchise fee paid as in this paragraph hereinafter set forth and the amount due based upon the financial statements. The franchise fee due and payable pursuant to this paragraph shall be payable quarterly in arrears within thirty (30) days of the close of the quarter. Each year, the estimated quarterly payments will be one fourth (1/4) of the franchise fee due and payable for the previous year. In the event the estimated payment shall exceed the franchise fee due and payable for any year, then the excess payment shall be credited against the next succeeding year's estimated quarterly payments. The franchise fee set forth herein may be modified by the Town Council of the Town of Jackson upon thirty (30) days' notice to Grantee in the event that the cost of doing business shall increase substantially for other like franchisees. Franchisee is not required to obtain a separate business license under Title 5 of the Municipal Code of the Town of Jackson, Wyoming provided that

this Franchise is in full force and effect.

**Paragraph 6. Late Payments.** In the event any payment is not received on the date due, Grantee shall pay ten percent (10%) interest on the amount due, calculated from the date the payment was originally due until the date the Franchising Authority receives the payment. If Grantee fails to pay any sums herein specified within fifteen (15) days of being due, such failure to pay shall be treated as a default.

**Paragraph 7. Books and Records.** Grantee agrees that the Franchising Authority, upon reasonable notice to Grantee, may review such of its books and records as are kept in the normal course of business at Grantee's business office, during normal business hours and on a non-disruptive basis, as is reasonably necessary to ensure compliance with the terms hereof. Provided that, if the business office is not in the Town, the record must be produced to the Franchising Authority at the Town Hall, unless the parties agree to production at some other location. Franchising Authority agrees to treat any information disclosed by the Grantee and marked as confidential as such pending a contrary determination, and only to disclose it to employees, representatives, agents or consultants that have a need to know and that have agreed to maintain the confidentiality of the materials in accordance with law.

**Paragraph 8. Rights and Privileges.** The Town, in consideration of the foregoing promises and agreements on the part of the Grantee, hereby promises and agrees that Grantee shall have, and it is hereby given, the non-exclusive right and privilege to maintain a collection service in the Town for Municipal Solid Waste and Compostable / Recyclable Materials for the term of this Franchise, and the right and privilege to collect, have and retain all charges and fees, minus the franchise fees, for such Municipal Solid Waste and Compostable / Recyclable Materials collection specified in Paragraph 18 below, and subject to any and all statutes or rules and regulations of the State of Wyoming.

**Paragraph 9. Salvage Rights.** It is further agreed that Grantee shall become the absolute owner of all Municipal Solid Waste and Compostable / Recyclable Materials to be collected under this Franchise, and Grantee shall have the right to salvage such portions of the said Municipal Solid Waste and Compostable / Recyclable Materials to be, and which is, collected as it may in its discretion deem advisable. All proceeds received from salvage operations shall be the property of Grantee without any obligation on the part of Grantee to account to the Town for such proceeds so recovered.

**Paragraph 10. Conduct of Work.** Grantee, its employees or agents, engaged in the collection of Municipal Solid Waste and Compostable / Recyclable Materials shall immediately upon emptying receptacles replace the cover thereon and set such receptacles in an upright position. Grantee, its employees or agents, shall exercise reasonable care in the handling of Municipal Solid Waste and Compostable / Recyclable Materials and the receptacles containing the same. Grantee may not burn any Municipal Solid Waste and Compostable / Recyclable Materials but must haul all Municipal Solid Waste and Compostable / Recyclable Materials, except that set forth in Paragraph 9 of this Franchise to the nearest Teton County approved location or facility by the shortest possible route, taking into account traffic conditions, weather conditions and pedestrian traffic in determination of the route to be used. Grantee, its employees or agents, shall insure in the hauling of Municipal Solid Waste and Compostable / Recyclable Materials that no spillage occurs and that the Municipal Solid Waste and Compostable / Recyclable Materials be hauled in such a manner so as not to scatter en route, covering any vehicle used for the hauling of Municipal Solid Waste and Compostable / Recyclable Materials where necessary and practical to do so and shall see to its proper storage.

**Paragraph 11. Bear-Resistant Zone.** Grantee acknowledges and recognizes that the Town of Jackson enacted a wildlife attractant ordinance regulating trash containers and trash storage, which requires some parties that contract for curbside trash pick-up to use only approved bear-resistant containers or store non-bear resistant containers within a bear-resistant building, fencing, or enclosure. Grantee shall offer to provide service to

those customers electing or required to have a bear-resistant container, as that term is defined in the Jackson Municipal Code. Grantee shall only provide bear-resistant containers for Grantee's customers who reside in the bear conflict zone, as those terms are defined in Title 8 of the Jackson Municipal Code, as amended.

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

**Paragraph 13. Indemnification.** Except to the extent caused by the gross negligence or willful misconduct of Franchising Authority or its employees, Grantee agrees to indemnify, save, and hold harmless, and defend the Franchising Authority, its elected officials, employees, contractors, boards, commissions and agents, from and against any liability for damages and from any liability or claims (including judgments, decrees, court costs, and defense costs), arising out of or related in any manner to Grantee's operations within the corporate limits of the Town, the exercise of the privileges granted herein by Franchising Authority, or the acts or omissions of the Grantee, its officers, employees, contractors, or agents, related in any way to the franchise granted herein. Provided, the Franchising Authority shall give the Grantee written notice of its obligation to indemnify the Franchising Authority within fifteen (15) days of service of a claim or action subject to this paragraph. If Grantee assumes the defense in a timely manner, and the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority.

**Paragraph 14. Liability for Expense.** It is further agreed and expressly understood by both parties that in no case will the said Town, nor any officer thereof, be liable for any portion of the expense of the work aforesaid, or for any delinquency in the payment of said Municipal Solid Waste and Compostable / Recyclable Materials collection fees or charges.

**Paragraph 15. Termination; Right of Town to Carry on Work; Damages.** It is further agreed that should Grantee fail or refuse to carry out the terms of this Franchise, the Town Council of the Town of Jackson may cancel the same thirty (30) days after receipt by Grantee of written notice of default delivered or mailed to the Grantee, unless within the said thirty (30) day period the Grantee cures the failure or refusal to comply.

**Paragraph 16. Office Maintenance; Public Service.** As further consideration for the execution of this Franchise, Grantee agrees that at all times during the term of this Franchise it will maintain an office and/or an Answering Service which shall be active during normal business hours and where a representative of Grantee may be contacted by persons desiring collection services for Municipal Solid Waste and Compostable / Recyclable Materials.

**Paragraph 17. Assignment.** It is further mutually agreed by the parties hereto that the Franchise herein granted may not be assigned without the prior written consent of the Town.

**Paragraph 18. Rates and Fees.** It is further agreed that Grantee shall be and is hereby authorized to collect such rates or fees for collection of Municipal Solid Waste and Compostable / Recyclable Materials as Grantee shall reasonably establish from time to time. The Town, as Grantor, reserves the right to regulate the fees in the event the Town shall determine in its sole discretion that a monopoly situation exists by virtue of the elimination of competition for such services within the corporate limits of the Town of Jackson, or in the event the Town shall determine, after public hearing, duly advertised with thirty (30) days' advanced notice to

all franchisees holding franchises for the collection and disposal of Municipal Solid Waste and Compostable / Recyclable Materials within the corporate limits of the Town of Jackson, that existing competition is ineffective in regulating rates charged by franchisees and that the best interest of the people of the Town of Jackson require that either due to lack of competition or ineffective price competition, rates charged by such franchisees have risen to unreasonable or monopolistic levels.

**Paragraph 19. Enforcement.** In the event the Franchising Authority determines that the Grantee is in default of any provision of the Franchise, the Franchising Authority may:

- A. Commence an action in court seeking any relief which may be available; and
- B. In the case of a default of a material provision of the Franchise, declare the Franchise to be revoked.

**Paragraph 20. Review of Terms and Conditions.** It is further agreed that the terms and conditions of this Franchise may be reviewed upon thirty (30) days written notice by either party to the other and any adjustment will not affect the validity of this Franchise.

**Paragraph 21. Annexation of the Town of Jackson.** Grantee and Town agree that in the event of an annexation to the Town of an area already being served by the Grantee, the additional area so annexed shall become subject to this Franchise.

**Paragraph 22. Pick-Up Locations.** Municipal Solid Waste, Compostable / Recyclable Materials pick-up shall be at the front property line, in the alley, or at the nearest possible point to the property being served, or as may otherwise be provided from time to time by ordinance of the Town.

**Paragraph 23. Notice.** Unless expressly otherwise agreed between the parties, every notice or response required by this Franchise to be served upon the Franchising Authority or the Grantee shall be in writing, and shall be deemed to have been duly given to the required party upon actual receipt when hand delivered, upon mailing when sent by nationally recognized overnight courier, or sent by certified or registered mail, postage prepaid, return receipt requested.

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

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

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

Star Valley Disposal, Inc.

\_\_\_\_\_  
\_\_\_\_\_

**Paragraph 24 Miscellaneous Provisions.**

- A. **Binding Effect.** This Franchise shall be binding upon the heirs, administrators, successors, and assigns of Grantee.
- B. **Severability.** If any Paragraph, sentence, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Paragraph, sentence, term or provision hereof, all of which will remain in full force and effect

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

- C. Governmental Immunity. The Franchising Authority does not waive its governmental or sovereign immunity by entering into this Franchise, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Franchise.
- D. Venue. In the event that suit shall be brought by either party, the parties agree that venue shall be exclusively vested in the state courts of the County of Teton, or, where otherwise appropriate, exclusively in the United States District Court for Wyoming.
- E. Controlling Law. This Franchise is to be governed by the law of the State of Wyoming, its conflict of laws provisions excepted.
- F. Non-Waiver. Failure of Franchising Authority or Grantee to insist on strict performance of any of the conditions, covenants, terms or provisions of this Franchise or to exercise any of its rights hereunder shall not waive such rights, but either party shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by Grantee to Franchising Authority after a breach of this Franchise shall not be deemed a waiver of such breach unless expressly set forth in writing.
- G. Effective Date. The effective date of this Franchise is upon the effective date as adopted by the Jackson Town Council pursuant to the provisions of applicable law.
- H. Descriptive Headings. The captions to Paragraphs contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

#### ACCEPTANCE OF FRANCHISE AGREEMENT

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

STAR VALLEY DISPOSAL, INC.

TOWN OF JACKSON

\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Arne Jorgensen, Mayor

ATTEST:

\_\_\_\_\_  
Riley Taylor, Town Clerk

#### SECTION II.

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

#### SECTION III.

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

#### SECTION IV.

This ordinance shall become effective after its passage, approval, and publication.

PASSED 1<sup>ST</sup> READING THE \_\_\_ DAY OF \_\_\_, 2024.  
PASSED 2<sup>ND</sup> READING THE \_\_\_ DAY OF \_\_\_, 2024.  
PASSED 3<sup>RD</sup> READING AND APPROVED THE \_\_\_ DAY OF \_\_\_, 2025.

ATTESTATION OF TOWN CLERK

STATE OF WYOMING     )  
                                      ) ss.  
COUNTY OF TETON     )

I hereby certify that the foregoing Ordinance \_\_\_ was duly published in the Jackson Hole News & Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming on the \_\_\_ day of \_\_\_, 2025.

I further certify that the foregoing Ordinance was duly recorded on page \_\_\_ of Book \_\_\_ of Ordinances of the Town of Jackson, Wyoming.

---

Riley Taylor, Town Clerk

## ORDINANCE AO

AN ORDINANCE GRANTING NEW WASTE REMOVAL, LLC A FRANCHISE FOR THE COLLECTION AND DISPOSITION OF MUNICIPAL SOLID WASTE AND COMPOSTABLE / RECYCLABLE MATERIALS PROVIDIING THE RIGHTS AND LIABILITIES THEREUNDER.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING:

### SECTION I.

**WHEREAS**, the Town Council, having determined that New Waste Removal, LLC (“Grantee”) is willing to provide the services, facilities, and equipment necessary to meet the needs and interests of the Town of Jackson, Wyoming (“Franchising Authority” or “Town”), and is willing to be bound by conditions of applicable law, and by binding agreement to serve the public interest, does hereby ordain as follows:

#### FINDINGS

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

1. Grantee’s technical ability, financial condition, legal qualifications, and character were considered and approved in a full public proceeding after due notice and a reasonable opportunity to be heard;
2. Grantee’s plans for operating the franchise were considered and found adequate and feasible in a full public proceeding after due notice and a reasonable opportunity to be heard;
3. The franchise granted to Grantee by the Town complies with the existing applicable laws and regulations;
4. The Franchise granted to Grantee is nonexclusive.

**Paragraph 1. Grant of Authority.** There is hereby granted to Grantee the permission, right, privilege, and non-exclusive franchise subject to the terms and conditions as set forth in this franchise agreement (“Franchise”) and the applicable laws of the State of Wyoming, to collect and dispose of Municipal Solid Waste and Compostable / Recyclable Materials as those terms are defined in this Franchise within the corporate limits of the Town of Jackson, as they now are or may hereafter be.

**Paragraph 2. Term of Franchise.** The Franchise and rights herein granted shall take effect from and after the final passage hereof and shall continue in force subject to the terms and conditions set forth herein for a period of five (5) years, provided that Grantee shall file its acceptance of the terms of this Franchise with the Town within thirty (30) days after final passage. At the end of the fourth year the parties shall review this Franchise and make a determination with respect to an appropriate extension.

**Paragraph 3. Collection and Disposition.** Grantee promises and agrees with the said Town that it will for the period of five (5) years immediately from and after the execution of this Franchise Agreement, collect Municipal Solid Waste and Compostable / Recyclable Materials in the said Town and transport or cause the same in accordance with the law and the ordinances of said Town to a municipal solid waste processing facility, recycling facility, and/or composting facility; to pay all costs and charges therefore; and to ensure its proper storage in a manner which will not become a nuisance or offensive to surrounding properties. Service shall be provided to all businesses and residences within the corporate limits of the Town of Jackson collection being sufficient to prevent accumulation and spread of Municipal Solid Waste, recyclable refuse,

and compostable materials, with no less than three (3) service collection frequency options offered to customers, and with hours of collection being subject to the approval of Grantor.

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

- A. *Compostable / Recyclable Materials* shall mean and include all materials accepted now, or as amended during the term of this Franchise, by the Teton County Integrated Solid Waste and Recycling Center and / or Teton Transfer Station for composting and / or recycling, including but not limited to, dimensional lumber, yard waste, grass clippings, manure, forestry products of any kind, organic materials, food waste, and Construction / demolition waste.
- B. *Construction / Demolition Waste* includes but is not limited to stone, clean and treated wood, concrete, asphaltic concrete, cinder blocks, brick, plaster and metal or other material specifically approved by the Wyoming Solid and Hazardous Waste Division Administrator.
- C. *Municipal Solid Waste* shall mean solid waste resulting from or incidental to residential, community, trade or business activities, including garbage, rubbish, dead animals, abandoned automobiles and all other solid waste other than Construction / demolition waste, industrial or hazardous waste, and Compostable / Recyclable Materials.
- A. *Answering service* shall mean a person or device to answer Grantee's office phone during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, for the purpose of taking messages for Grantee and relaying the messages to Grantee. Grantee shall check in with the answering service during business hours at intervals not to exceed four (4) hours.

**Paragraph 5. Franchise Fee.** For and in consideration of the grant of the franchise and right to conduct business on the streets and alleys of the Town of Jackson as herein provided, Grantee agrees to pay franchise fees as follows:

- A. 5% (five percent) of gross revenues per year for the collection of Municipal Solid Waste and Construction / Demolition Waste.
- B. 2% (two percent) of gross revenues per year for the collection of Compostable / Recyclable Materials. This rate reflects the value of recycling and compost collection to the Town of Jackson's waste reduction efforts.

Gross revenues shall include all sums received by Grantee from accounts situated within the corporate limits of the Town of Jackson, specifically including all charges, service fees, etc., deducting therefrom only any State of Wyoming sales tax which may be applicable to services rendered by Grantee. Grantee shall provide to the Town of Jackson, not later than April 30 of each year (based on a fiscal year ending December 31), financial statements prepared by an accountant and according to Generally Accepted Accounting Principles ("GAAP") upon which the franchise fee shall be determined. Concurrently with the delivery of the financial statements, Grantee shall pay to the Town of Jackson the difference between the estimated franchise fee paid as in this paragraph hereinafter set forth and the amount due based upon the financial statements. The franchise fee due and payable pursuant to this paragraph shall be payable quarterly in arrears within thirty (30) days of the close of the quarter. Each year, the estimated quarterly payments will be one fourth (1/4) of the franchise fee due and payable for the previous year. In the event the estimated payment shall exceed the franchise fee due and payable for any year, then the excess payment shall be credited against the next succeeding year's estimated quarterly payments. The franchise fee set forth herein may be modified by the Town Council of the Town of Jackson upon thirty (30) days' notice to Grantee in the event that the cost of doing business shall increase substantially for other like franchisees. Franchisee is not required to obtain a separate business license under Title 5 of the Municipal Code of the Town of

Jackson, Wyoming provided that this Franchise is in full force and effect.

**Paragraph 6. Late Payments.** In the event any payment is not received on the date due, Grantee shall pay ten percent (10%) interest on the amount due, calculated from the date the payment was originally due until the date the Franchising Authority receives the payment. If Grantee fails to pay any sums herein specified within fifteen (15) days of being due, such failure to pay shall be treated as a default.

**Paragraph 7. Books and Records.** Grantee agrees that the Franchising Authority, upon reasonable notice to Grantee, may review such of its books and records as are kept in the normal course of business at Grantee's business office, during normal business hours and on a non-disruptive basis, as is reasonably necessary to ensure compliance with the terms hereof. Provided that, if the business office is not in the Town, the record must be produced to the Franchising Authority at the Town Hall, unless the parties agree to production at some other location. Franchising Authority agrees to treat any information disclosed by the Grantee and marked as confidential as such pending a contrary determination, and only to disclose it to employees, representatives, agents or consultants that have a need to know and that have agreed to maintain the confidentiality of the materials in accordance with law.

**Paragraph 8. Rights and Privileges.** The Town, in consideration of the foregoing promises and agreements on the part of the Grantee, hereby promises and agrees that Grantee shall have, and it is hereby given, the non-exclusive right and privilege to maintain a collection service in the Town for Municipal Solid Waste and Compostable / Recyclable Materials for the term of this Franchise, and the right and privilege to collect, have and retain all charges and fees, minus the franchise fees, for such Municipal Solid Waste and Compostable / Recyclable Materials collection specified in Paragraph 18 below, and subject to any and all statutes or rules and regulations of the State of Wyoming.

**Paragraph 9. Salvage Rights.** It is further agreed that Grantee shall become the absolute owner of all Municipal Solid Waste and Compostable / Recyclable Materials to be collected under this Franchise, and Grantee shall have the right to salvage such portions of the said Municipal Solid Waste and Compostable / Recyclable Materials to be, and which is, collected as it may in its discretion deem advisable. All proceeds received from salvage operations shall be the property of Grantee without any obligation on the part of Grantee to account to the Town for such proceeds so recovered.

**Paragraph 10. Conduct of Work.** Grantee, its employees or agents, engaged in the collection of Municipal Solid Waste and Compostable / Recyclable Materials shall immediately upon emptying receptacles replace the cover thereon and set such receptacles in an upright position. Grantee, its employees or agents, shall exercise reasonable care in the handling of Municipal Solid Waste and Compostable / Recyclable Materials and the receptacles containing the same. Grantee may not burn any Municipal Solid Waste and Compostable / Recyclable Materials but must haul all Municipal Solid Waste and Compostable / Recyclable Materials, except that set forth in Paragraph 9 of this Franchise to the nearest Teton County approved location or facility by the shortest possible route, taking into account traffic conditions, weather conditions and pedestrian traffic in determination of the route to be used. Grantee, its employees or agents, shall insure in the hauling of Municipal Solid Waste and Compostable / Recyclable Materials that no spillage occurs and that the Municipal Solid Waste and Compostable / Recyclable Materials be hauled in such a manner so as not to scatter en route, covering any vehicle used for the hauling of Municipal Solid Waste and Compostable / Recyclable Materials where necessary and practical to do so and shall see to its proper storage.

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bear resistant containers within a bear-resistant building, fencing, or enclosure. Grantee shall offer to provide service to those customers electing or required to have a bear-resistant container, as that term is defined in the Jackson Municipal Code. Grantee shall only provide bear-resistant containers for Grantee's customers who reside in the bear conflict zone, as those terms are defined in Title 8 of the Jackson Municipal Code, as amended.

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the fees in the event the Town shall determine in its sole discretion that a monopoly situation exists by virtue of the elimination of competition for such services within the corporate limits of the Town of Jackson, or in the event the Town shall determine, after public hearing, duly advertised with thirty (30) days' advanced notice to all franchisees holding franchises for the collection and disposal of Municipal Solid Waste and Compostable / Recyclable Materials within the corporate limits of the Town of Jackson, that existing competition is ineffective in regulating rates charged by franchisees and that the best interest of the people of the Town of Jackson require that either due to lack of competition or ineffective price competition, rates charged by such franchisees have risen to unreasonable or monopolistic levels.

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- A. Commence an action in court seeking any relief which may be available; and
- B. In the case of a default of a material provision of the Franchise, declare the Franchise to be revoked.

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**Paragraph 22. Pick-Up Locations.** Municipal Solid Waste, Compostable / Recyclable Materials pick-up shall be at the front property line, in the alley, or at the nearest possible point to the property being served, or as may otherwise be provided from time to time by ordinance of the Town.

**Paragraph 23. Notice.** Unless expressly otherwise agreed between the parties, every notice or response required by this Franchise to be served upon the Franchising Authority or the Grantee shall be in writing, and shall be deemed to have been duly given to the required party upon actual receipt when hand delivered, upon mailing when sent by nationally recognized overnight courier, or sent by certified or registered mail, postage prepaid, return receipt requested.

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

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

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

New Waste Removal, LLC

\_\_\_\_\_  
\_\_\_\_\_

**Paragraph 24 Miscellaneous Provisions.**

- A. **Binding Effect.** This Franchise shall be binding upon the heirs, administrators, successors, and assigns of Grantee.
- B. **Severability.** If any Paragraph, sentence, term, or provision hereof is determined to be illegal,

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- C. Governmental Immunity. The Franchising Authority does not waive its governmental or sovereign immunity by entering into this Franchise, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Franchise.
- D. Venue. In the event that suit shall be brought by either party, the parties agree that venue shall be exclusively vested in the state courts of the County of Teton, or, where otherwise appropriate, exclusively in the United States District Court for Wyoming.
- E. Controlling Law. This Franchise is to be governed by the law of the State of Wyoming, its conflict of laws provisions excepted.
- F. Non-Waiver. Failure of Franchising Authority or Grantee to insist on strict performance of any of the conditions, covenants, terms or provisions of this Franchise or to exercise any of its rights hereunder shall not waive such rights, but either party shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by Grantee to Franchising Authority after a breach of this Franchise shall not be deemed a waiver of such breach unless expressly set forth in writing.
- G. Effective Date. The effective date of this Franchise is upon the effective date as adopted by the Jackson Town Council pursuant to the provisions of applicable law.
- H. Descriptive Headings. The captions to Paragraphs contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

#### ACCEPTANCE OF FRANCHISE AGREEMENT

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

NEW WASTE REMOVAL, LLC

TOWN OF JACKSON

\_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_

\_\_\_\_\_  
Arne Jorgensen, Mayor

ATTEST:

\_\_\_\_\_  
Riley Taylor, Town Clerk

#### SECTION II.

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

#### SECTION III.

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

#### SECTION IV.

This ordinance shall become effective after its passage, approval, and publication.

PASSED 1<sup>ST</sup> READING THE \_\_\_ DAY OF \_\_\_, 2024.

PASSED 2<sup>ND</sup> READING THE \_\_\_ DAY OF \_\_\_, 2024.

PASSED 3<sup>RD</sup> READING AND APPROVED THE \_\_\_ DAY OF \_\_\_, 2025.

ATTESTATION OF TOWN CLERK

STATE OF WYOMING     )  
                                      ) ss.  
COUNTY OF TETON     )

I hereby certify that the foregoing Ordinance \_\_\_ was duly published in the Jackson Hole News & Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming on the \_\_\_ day of \_\_\_, 2025.

I further certify that the foregoing Ordinance was duly recorded on page \_\_\_ of Book \_\_\_ of Ordinances of the Town of Jackson, Wyoming.

\_\_\_\_\_  
Riley Taylor, Town Clerk