

Regular Town Council Workshop

November 17, 2025

1:30 PM

Town Council Chambers

Chair: Arne Jorgensen

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 reserves 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.

To join, click link or copy it to your browser: <https://us02web.zoom.us/j/86844386690?pwd=SuD2JGqxxK4l97aFEktr3eYzlqeM7q.1>

Or join at zoom.com with Webinar ID: **868 4438 6690** and Password: **83001** or by phone: **+1 669 900 9128**

II. CALL TO ORDER AND ROLL CALL

III. WORKSHOP ITEMS

- A. Fairgrounds Lease, Rodeo Grounds Management Agreement, and Rodeo Concession Agreement (Roxanne Robinson, 60 mins)
- B. Municipal Code Updates Regarding Public Property: Title 5, Business Licenses and Regulations and Title 9, Public Peace, Morals, and Welfare (Lea Colasuonno, 60 mins)
- C. Center Management Inc. (CMI) Funding Request for Capital Improvements (Tyler Sinclair, 30 mins)
- D. Natural Resource Overlay, Waterbody and Wetland Protection Standards, and Wildlife Friendly Fencing LDR Amendments (Ryan Hostetter, 30 mins)

IV. MATTERS FROM MAYOR AND COUNCIL

- A. Board and Commission Reports

V. UPCOMING AGENDA UPDATE

- A. Council Priorities

VI. EXECUTIVE SESSION

Adjourn meeting to executive session to consider matters concerning litigation to which the governing body is a party or proposed litigation to which the governing body may be a party in accordance with Wyoming Statute 16-4-405(a)(iii) and to consider the selection of a site or the purchase of real estate when the publicity regarding the consideration would cause a likelihood of an increase in price in accordance with Wyoming Statute 16-4-405(a)(vii).

VII. ADJOURN

Please note that at any point during the meeting, the 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.

STAFF REPORT



Meeting Date:	November 17, 2025	Meeting Title:	Town Council Workshop
Submitting Department:	Internal Services	Presenter:	Roxanne Robinson
Agenda Item:	Fairgrounds Lease, Rodeo Grounds Management Agreement and Rodeo Concession Agreement	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is to provide background information related to the 3 current documents governing use of the rodeo grounds 1) the Teton County Fairgrounds Lease Agreement (TCFLA), 2) the Rodeo Grounds Management Agreement (RGMA), and 3) the Rodeo Concession Agreement.

Requested Action.

This item is informational only. Staff requests Council hear the presentation of the current agreements governing the grounds and take public comment.

Recommendations.

Staff makes no recommendation at this time other than for Council to hear the presentation of the current agreements governing the grounds and take public comment.

Background.

Teton County Fairgrounds Lease Agreement (TCFLA)

The Town of Jackson owns the parcel on West Snow King commonly known as the Rodeo Grounds or the Teton County Fairgrounds. Current uses include production of the Teton County Fair; production of a summer rodeo 3 nights per week; storage of snow removed from Town streets, alleys, and sidewalks; a community center; a winter dog park; tennis courts; a ballfield; satellite recycling collection; and indoor/outdoor arenas and pens for western activities and special events.



Historical Uses, Leases, and Status

- 1943 & 1945: Town is deeded property from Ella Karns(1943) and Lester Dobbs (1945) which constitutes the rodeo grounds.
- 1949: Lease to the Jackson Hole Rodeo and Racing Association.
- 1963-1970: Lease to Teton County Fair Association.
- 1994: Town resolution passed indicating priority uses shall be the Town of Jackson Public Works and START bus functions, provision of a rodeo for the public on a regular basis throughout the summer months and to the Teton County Fair.
- 1996: Master Plan/Sketch Plan approval, with no evidence of implementation.
- 1997: Ground Lease Agreement between the Town and the Teton County Fair Board for the livestock pavilion (now the Community Center) from January 1, 1997, through December 31, 2026.
- 1998: Rodeo Grounds Management Agreement between the Town of Jackson, Teton County Parks and Recreation, and the Teton County Fair Board for the purpose of defining duties of each party in administering and maintaining the Rodeo Grounds. This document defines the multiple users and uses and in the event of a conflict, provides priority first to Town uses and then to western and/or livestock activities.

- 2003: Teton County Fair Grounds Lease Agreement (TCFLA) between the Town and the Teton County Fair Board (also signed and approved by the Teton County Commissioners) from January 1, 2003 through December 31, 2026 that supersedes the prior ground lease agreement dated January 1, 1997.
- 2005: Heritage Arena Conditional Use Permit.
- 2022: Community Center Conditional Use Permit.
- 2022: First Amendment to TCFLA extending the term to December 31, 2030.
- 2024: Letter Sent to Teton County Offering new lease with 50-year term.
- 2024: Letter sent by Teton County to Town stating intention to renew and asking to begin the renewal and negotiation process in July of 2025.

Teton County Fairgrounds Lease Agreement (TCFLA) Important Points

1. Parties to the Agreement: Town of Jackson and Teton County Fair Board (co-signed by the Board of County Commissioners).
2. Purpose: The purpose of this agreement is to:
 - a. Provide the Teton County Fair Board with continued use of the leased premises so as to justify its expenditure of funds and effort for the improvement of the grounds,
 - b. To perpetuate western activities for the benefit of residents and visitors,
 - c. To provide management and supervision of uses on the grounds to reduce liability and exposure and enhance visitor experience, and
 - d. To allow alternate uses currently on the grounds to flourish.
3. Highlighted Lease Provisions:
 - a. Allows use by Teton County of all of the grounds with the exception of west side gravel storage, the ballfield, and tennis courts. These 3 areas are only available to them during the Teton County Fair.
 - b. Use of the grounds is to perpetuate western activities for the benefit of residents and visitors. Lessee cannot unreasonably withhold use of the lands or buildings by the public for recreation and entertainment.
 - c. Requires Town Council approval for any alterations, elevation changes, architectural design changes, or new buildings.
 - d. Does not allow Teton County to enter into any rodeo concession agreements with the exception of special, historical, and traditional one- or two-day special events.
 - e. States that all applicable terms of the 1998 Rodeo Grounds Management Agreement (or as amended) are incorporated by reference as if specifically set forth therein.
 - f. Termination only for either damage/destruction of buildings or improvements in the event Teton County does not choose to reconstruct, or failure to cure a default or breach.
4. Fees: \$100 per year paid by Teton County to the Town of Jackson.
5. Term: Expires on December 31, 2030.

TCFLA Extension

In March of 2024, at Council's direction, staff sent a letter to Teton County offering a new lease for the grounds for a 50-year term and generally describing the process we would use that would include first, for the Town Council to review a draft of a new lease, which would include many of the same terms as the current lease, but would update provisions as well; second, for staff to begin negotiations with County staff on the draft lease; and, third, a joint presentation by Town and County staff to the Town Council and Board of County Commissioners. In September of 2024, the Town received a response from Teton County stating:

- 1) their intention to renew the lease,
- 2) asking to defer the renewal negotiation process until July 2025,
- 3) informing the Town they have asked for advice from the Teton County Fair Board (Fair Board) on the best way to manage the grounds during non-County fair times,

- 4) informing the Town that the Fair Board would work with county staff to look at the possibility of moving the fairgrounds,
- 5) informing the Town that they wish to explore all ideas prior to extending the current lease, and
- 6) informing the Town that they are also interested in discussing the RGMA and how the summer rodeo concession interacts with the lease.

Both of these letters are attached to this staff report.

Rodeo Grounds Management Agreement

The Rodeo Grounds Management Agreement is an agreement establishing a pass-through of funds to Teton County for management of the grounds for the Town of Jackson. This arrangement has been in place since 1998 if not earlier.

Rodeo Grounds Management Agreement (RGMA) Important Points

1. Parties to the Agreement: Town of Jackson and Teton County.
2. Purpose: The purpose of this agreement is to:
 - a. Acknowledge Teton County's desire to administer and maintain the rodeo grounds,
 - b. Define the duties of Teton County and the Teton County Parks and Recreation Department in this role,
 - c. Define the user groups to whom the grounds shall be made available,
 - d. Clarify that Teton County shall retain any fees for subletting,
 - e. Clarify that any person or user group conducting business on the grounds is required to obtain a business license,
 - f. Define a committee to make a recommendation to the Town Council for selection of a rodeo concessionaire should the Town Council choose to put the rodeo concession out for competitive bid and that presentations to the committee and the recommendation be public,
 - g. Establish the amount of funds to be paid to Teton County for administration and maintenance,
3. Highlighted Provisions:
 - a. Requires administration and maintenance of the Town-owned rodeo grounds by Teton County with exceptions for areas maintained by Parks and Recreation.
 - b. Requires Teton County to make the grounds available to all user groups (Town of Jackson, Teton County Barrel Racing Association, High School Rodeo Association, Teton County Fair, and other special events), to continue current uses, and allows fees to be collected by Teton County for such use and requires priority for Town uses.
 - c. Defines a committee that would recommend a rodeo concessionaire to the Town Council should the rodeo concession be put out for bid.
 - d. Termination by either party with 1 month written notice.
4. Fees: Town pays Teton County \$80,000 per year and allows for presentation of additional itemized expenditures, capital or otherwise, to be presented by Teton County for consideration by the Town Council no later than April 30 each year.
5. Term: 5-year term that expires December 31, 2026.

In 2012, the RGMA was amended to set a \$60,000 maximum fee to Teton County starting in calendar year 2013. Prior to 2013, the agreement stated that *all* income received by the Town from the Rodeo Concession Agreement would be passed through to Teton County for management of the grounds.

Below is a chart showing historical payments to Teton County by fiscal year. Because the information is shown by fiscal year, the change in calendar year 2013 to the \$60,000 maximum fee is reflected in fiscal year 2014.

Rodeo Grounds Management Agreement Payments to Teton County	
Fiscal Year	Payment
2025	\$ 80,000.00
2024	\$ 80,000.00
2023	\$ 80,000.00
2022	\$ 80,000.00
2021	\$ 60,000.00
2020	\$ 60,000.00
2019	\$ 60,000.00
2018	\$ 60,000.00
2017	\$ 60,000.00
2016	\$ 60,000.00
2015	\$ 60,000.00
2014	\$ 60,000.00
2013	\$ 96,546.00
2012	\$ 61,018.00
2011	\$ 60,638.00
2010	\$ 50,000.00
2009	\$ 43,000.00
2008	\$ 40,000.00
2007	\$ 40,000.00

The Town has requested information from Teton County on the revenue and expenses associated with management of the rodeo grounds but this information was not available as of publication of the packet. This information will be provided when it is received.

Rodeo Concession Agreement

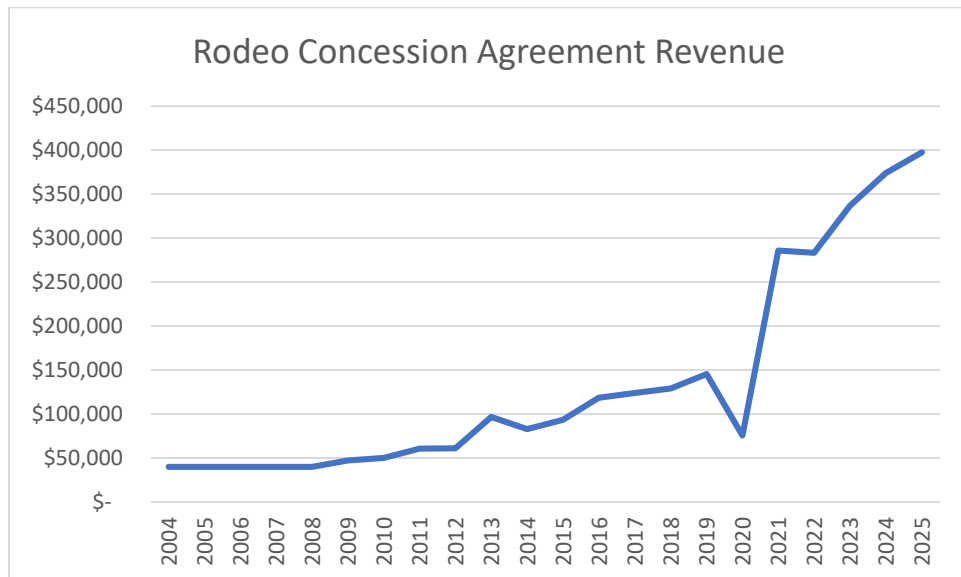
The Rodeo Concession Agreement has been held by different contractors since 1975 (the earliest contract in our file) including Jim Houston and Robert E. McConaughy III (partnered with Russ Moses). The agreement was held by JH Rodeo (the Moses family) from 1987 through 2009 prior to a competitive bid process in 2009 where WW Productions, LLC (the Wilson family), the current concessionaire, was granted the concession. WW Productions, LLC has been granted successive extensions without going out to bid since 2009 including, 2013, 2017, and 2021 (current Agreement).

Rodeo Concession Agreement Important Points

1. Parties: Town of Jackson and WW Productions, LLC.
2. Purpose: The purpose of this agreement is to:
 - a. Acknowledge that the Town owns the property,
 - b. Designate Teton County as the Town's Administrative Authority for management and supervision responsibilities for the rodeo grounds,
 - c. Acknowledge that the concessionaire is in the business of producing rodeos for the entertainment of the general public, and
 - d. Formalize, in writing, an agreement for the production of rodeos at the rodeo grounds.
3. Highlighted Provisions:

- a. Requires production of a rodeo from Memorial Day to Labor Day on Wednesdays, Saturdays, and July 4th with a few exceptions, allows 8 additional dates, as well as additional non-regular rodeos with approval.
 - b. Acknowledges the designation of Teton County as our Administrative Authority for administration of the agreement and management and supervision of the Town owned rodeo grounds and secures the concessionaire's acknowledgement and agreement to deal with the Administrative Authority. If disagreements cannot be resolved after good faith efforts, disagreements may then be presented to the Town Council for final determination.
 - c. Requires specific events to be conducted at each rodeo including, but not limited to, Pee Wee Barrel Racing; Junior, Open and Novice or 4D Barrel Racing; novice and open Team Roping; Bareback Riding; Saddle Bronc Riding; Bull Riding; and an event for children in the audience to participate.
 - d. Reserves use of the premises for the Teton County Fair.
 - e. Contains a provision that, prior to August 1, 2026, concessionaire can request an additional term, and Town must respond by September 30, 2026 whether we will re-negotiate with concessionaire or if we will be putting it out for bid.
 - f. Termination for 1) partial destruction of premises by fire, act of nature, or other with a 15-day notice, 2) breach or bankruptcy with a 10-day notice, 3) failure to cure poor quality of service with a 15-day notice.
4. Fees: \$50,000 or 10% of gross receipts (whichever is greater).
 5. Term: 5-year term that expires September 30, 2026.

Below is a graph showing the revenue received by the Town of Jackson from the rodeo concession. The concession was held by JH Rodeo through 2009 and was then held by WW Productions, LLC since that date. From 2004 – 2008 the concession fee was \$40,000 or 10% of gross receipts, whichever was higher. Since 2010, the concession fee has been \$50,000 or 10% of gross receipts, whichever was higher. The dip in 2020 was related to the COVID pandemic.



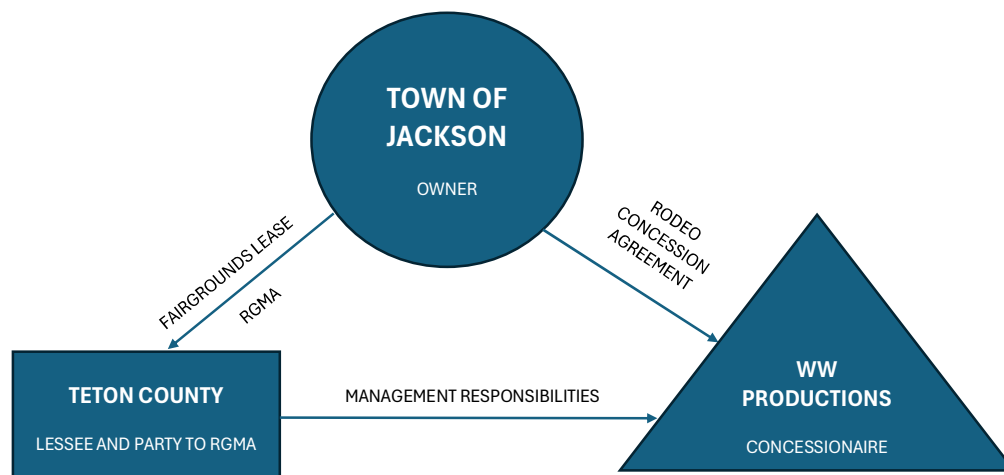
Concession Extension with WW Productions, LLC

WW Productions, LLC requested an additional term on November 4, 2024, within the timeframe outlined in the agreement. At the December 2, 2024 Town Council meeting, as part of the approved Town Manager's report, staff stated *"with approval of the Town Manager's report, staff will work with the concessionaire and the administrative authority to understand any edits proposed for the current agreement that would be incorporated into an extension and bring this issue back to Council in 2025."* One of the purposes of this staff report is to reconfirm that direction with the current Council.

Phil Wilson of WW Productions, LLC d/b/a Jackson Hole Rodeo, has held the rodeo concession since late 2009 with 2010 as their first rodeo season.

Analysis.

The relationship of the three agreements governing the rodeo grounds is shown below.



Staff intend to bring back further detail in the new year for the Council to consider regarding these three agreements in the following order:

- 1) the Teton County Fairgrounds Lease Agreement (TCFLA) and Rodeo Grounds Management Agreement (RGMA), and
- 2) the Rodeo Concession Agreement Extension Request.

Staff finds that in order for the Town Council to consider further action regarding an extension of the current Rodeo Concession Agreement with WW Productions LLC, the Town Council should first fully understand the options available for the TCFLA and the RGMA which may include:

- 1) maintaining the status quo,
- 2) having either the Town or the County serving a larger role in management and responsibility for the grounds—either year-round or limited to the duration of the Teton County Fair,
- 3) contracting out management to a third party, or
- 4) other.

The next steps after this update to the Town Council and public comment are as follows:

1. Bring the TCFLA and the RGMA back to Town Council in the new year outlining alternatives for leasing and managing the rodeo grounds.
 - a. If a new lease is directed, staff will:
 - i. Draft a lease that may or may not incorporate elements of the RGMA,
 - ii. Negotiate terms with the other party, and
 - iii. Bring the lease back to Town Council for approval.
2. After a decision has been made on #1 above, staff would then bring back alternatives to consider for the Rodeo Concession Agreement.
 - a. Alternatives include:
 - i. Extending the Agreement with WW Productions. If an extension is chosen staff will:

1. Draft a new Rodeo Concession Agreement,
2. Negotiate terms of the new agreement with WW Productions,
3. Bring the agreement back to Town Council for approval.
- ii. Putting the rodeo concession out for bid. If bidding is chosen staff will:
 1. Draft a Request for Proposals (RFP),
 2. Draft a new Rodeo Concession Agreement,
 3. Present that RFP to Town Council for approval,
 4. Execute the bidding process utilizing the committee set forth in the RGMA that includes open meetings for presentations,
 5. Request input from the Teton County Fair Board, other fairgrounds staff not on the recommending committee, and the Teton County Commissioners,
 6. Negotiate terms of the new agreement with successful bidder, and
 7. Bring the agreement back to Town Council for approval.

Staff plan to return to Town Council in the new year to continue this discussion of alternatives on how best to proceed.

Possible Alternatives.

The Town Council can alternatively hear the presentation and continue public comment to a future meeting or begin public comment and also allow public comment at a future meeting.

Comprehensive Plan & Priority Alignment.

Hosting the Teton County Fair and the continuation of western activities on this Town-owned parcel, within the Town limits, supports western heritage in the community and supports the Comprehensive Plan. The production of a rodeo relates to Common Value 3, Quality of Life, in that rodeos in Jackson are a part of our history and culture. They also pay homage to our ranching heritage. Rodeos also allow locals who work at dude and working ranches to participate in a local activity, while providing entertainment to tourists, and therefore supporting our economy on multiple levels.

Specifically, District 3: Town Residential Core “illustrating our vision” section discusses the rodeo grounds:

3.3: Rodeo Grounds Institutional Area This STABLE Subarea is characterized by its two institutional land uses - the rodeo grounds and the Town Public Works facility. The Town Public Works facility is an essential facility that should be maintained in its current, central location consistent with the sustainability and community services policies of the Plan. Similarly, the location and use of the Rodeo Grounds supports the Town as Heart of Region policies of this Plan and should be allowed to remain in its current location, unless an alternate location is identified.

Fiscal Impact.

The current fiscal impact is provided in this staff report, fiscal impact based upon potential changes would need to be identified in a separate staff report depending on Town Council direction provided at a future Town Council meeting.

Staff Impact.

The staff impact of preparation of this staff report and the presentation slides was approximately 60 hours including time spent in the Internal Services Department, the Town Attorney department, Finance, and Administration. Any staff impact of future direction provided by Council would be addressed in a future staff report.

Attachments or Links.

2003-2026 Teton County Fairgrounds Lease Agreement

May 2022 First Amendment to Teton County Fairgrounds Lease Agreement extending term to December 31, 2030

Letter from Town of Jackson to Teton County Offering 50-Year Lease Term Dated March 27, 2024

Letter from Teton County Regarding 50-Year Lease Offer Dated September 16, 2024

2022 – 2026 Rodeo Grounds Management Agreement
2022-2026 Rodeo Concession Agreement

Suggested Motion. *Council always has the option to adopt, approve with conditions, continue, or deny items.*
No motion necessary.

RELEASED	
INDEXED	
ABSTRACTED	
SCANNED	

TETON COUNTY FAIR GROUNDS

LEASE AGREEMENT

This lease is made to be effective as of the 1st day of January 2003, between the Town of Jackson, as Lessor, and the Teton County Fair Board as Lessee.

WHEREAS, the Teton County Fair Board has assumed management responsibilities for land owned by the Town of Jackson; and,

WHEREAS, the Town of Jackson has determined that it is reasonably necessary and of definable benefit to provide the Teton County Fair Board with continued use of the leased premises beyond the term of the present elected officials by providing the Fair Board with assurance of its continued use of the premises so as to justify its expenditure of funds and effort for the improvement of the grounds; it will perpetuate western activities for the benefit of residents and visitors alike; the diligent management and supervision by Fair Board of uses on the Fair Grounds reduces liability exposure and enhances visitor experience; and, the opportunity for alternate uses currently on the Fair Grounds to flourish is strengthened.

NOW THEREFORE, the parties agree as follows:

1. DEMISE. The Lessor leases to the Lessee, the premises in the Town of Jackson, County of Teton, State of Wyoming, described as follows:

See "**Exhibit A**" attached hereto and by this reference made a part hereof.

To have and to hold the demised premises for and during the term hereof, together with all and singular the appurtenances, rights, interests, easements and privileges in any way pertaining thereto..

2. TERM. The initial term of this lease shall be twenty-four years (24) years, commencing on the 1st day of

Grantor: TOWN OF JACKSON
 Grantee: TETON COUNTY FAIR BOARD
 Doc 0601303 bt 514 pg 851-862 Filed at 12:24 on 07/18/03
 Sherry L Dalgle, Teton County Clerk fees: 41.00
 BY MARY D ANTROBUS Deputy

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To have and to hold the demised premises for and during the term hereof, together with all and singular the appurtenances, rights, interests, easements and privileges in any way pertaining thereto.

2. TERM. The initial term of this lease shall be twenty-four years (24) years, commencing on the 1st day of

January, 2003, and terminating on the 31st day of December, 2026, unless sooner terminated as hereinafter provided.

3. RENT. The Lessee shall pay to the Lessor for the demised premises during the term of this lease, in lawful money of the United States, the sum of ONE HUNDRED DOLLARS (\$100.00) for each lease year of the term of this lease as and for an annual rental, said sum being due and payable on the first day of each lease year of the term hereof.

4. LANDLORD'S LIEN. Lessor shall have a lien on all buildings and improvements placed on the demised premises by Lessee, on all rents from such buildings and improvements, and on all fixtures, furniture and equipment kept or used on the premises, whether such property is exempt from execution or not, to secure payment of all sums becoming due to Lessor under the provisions of this lease and to secure performance of all other obligations of Lessee hereunder.

5. TAXES. The Lessee, in addition to the rent provided for herein, shall pay all future taxes, assessments, duties, impositions and burdens assessed, charged or imposed upon the improvements constructed by Lessee, and its personal furniture and fixtures, and all taxes upon Lessee in respect thereof and shall deliver to the Lessor upon request proper and sufficient receipts and other evidence of the payment and discharge of the same. Lessor shall be responsible for payment of taxes on the real property.

6. UTILITIES. The Lessee shall pay all charges for sewer connection or capacity fee permits, except as may otherwise be agreed by Lessor, as well as monthly sewer charges and for water, electricity, gas, telephone and any other utilities used during the term of this lease or any renewal thereof.

7. LIENS OR ENCUMBRANCES. The Lessee shall not suffer the premises to become subject to any lien, charge or encumbrance whatsoever, other than a mortgage as hereinafter provided, without the prior written approval of the Lessor, and shall indemnify the Lessor against all such liens,

charges and encumbrances; it being expressly agreed that the Lessee shall have no authority, express or implied, to create any lien, charge or encumbrance, other than a mortgage, upon the improvements thereon.

8. ASSIGNMENTS/RIGHTS OF USE IN OTHERS. The Lessee shall not assign this lease to any person, individual or corporation, except with the Lessor's consent. Any assignee shall in the instrument of assignment expressly assume the Lessee's covenants and obligations hereunder. Notwithstanding the foregoing, Lessee acknowledges that its improvements are located on land within the Town of Jackson traditionally used and enjoyed by various groups and individuals for recreation and entertainment, and Lessee shall not unreasonably withhold use of the lands or buildings described herein by the public.

9. INSURANCE AND INDEMNIFICATION. The Lessee shall keep the buildings and improvements upon the premises insured against loss or damage by fire, for their full insurable value in companies authorized to do business in Wyoming, and shall furnish the Lessor with a complete list of all such insurance; shall pay all the premiums necessary for those purposes immediately as they become due; all such policies shall be issued in the name of Lessee, Lessor and the holder of any mortgage on the improvements, as their respective interests may appear. Lessee shall indemnify and hold the Lessor free and harmless from any and all demands, loss or liability resulting from injury to or death of any person or persons because of the negligence of the Lessee or the condition of the property at any time or times hereafter, and shall maintain in full force and effect, subject to all the other terms contained in this paragraph, liability insurance naming Lessor and Lessee in a combined single limit amount of not less than \$1,000,000.00.

10. DAMAGE OR DESTRUCTION. Should the whole or any part or parts of the buildings or improvements then on the demised premises be partially or wholly damaged or destroyed

by fire or other insured casualties after the commencement of the term of this lease, such destruction or damage shall not operate to terminate this lease, but this lease shall continue in full force and effect, except as otherwise provided in this lease. In the event of such damage or destruction, Lessee has the option to reconstruct upon the demised premises, buildings, improvements or fixtures of a like type and purpose and of substantially the same design and construction as those destroyed, or buildings, improvements or fixtures then consistent in the opinion of the Lessee with the highest and best use thereof in the Lessee's determination; subject, however, to Lessor's approval of the plans and specifications therefore. If the Lessee elects to repair the existing building, such repairs will be so as to restore the building to at least an equivalent condition as it was in before the damage or destruction. In any event, the buildings, improvements or fixtures constructed or repaired shall be of a value at least equal to the value of the property immediately prior to the loss or damage.

In the event of such reconstruction or repair, the rent on the demised premises shall not be abated in whole or in part during the period of said repair or reconstruction. Said repair or reconstruction shall be prosecuted diligently to completion.

In the event that Lessee decides not to reconstruct or repair said buildings, improvements or fixtures, Lessee shall have the option of canceling and terminating this lease on giving the Lessor thirty (30) days' written notice of his determination to do so. If Lessee elects to terminate this lease in accordance with the foregoing option, Lessee shall be under no duty to restore, rebuild or repair said buildings, improvements or fixtures, but shall be obligated, at Lessor's option, to restore the premises to their pre-construction condition.

11. REPAIRS. The Lessee shall keep the buildings erected on the premises and the drains and appurtenances in good condition and repair.

12. ALTERATIONS. The Lessee shall not make any alteration in the external elevation or architectural design of the buildings on the premises, or injure or remove any of the external walls or timbers thereof without the consent in writing of the Lessor, which consent shall not be unreasonably withheld.

13. NEW BUILDINGS. The Lessee shall not erect or permit to be erected on the premises any new buildings or make or permit to be made any addition to the building to be erected upon the premises, except in accordance with plans and specifications approved in writing by the Lessor, and pursuant to the Town of Jackson planning department requirements.

14. LESSOR TO ENTER. The Lessee shall permit the Lessor and its agents at all reasonable times to enter upon the premises to view the condition of the premises and buildings.

15. UNLAWFUL USE. The Lessee shall not make or suffer any use or occupancy of the premises contrary to any law or ordinance now or hereafter in force. Notwithstanding the foregoing, all applicable terms of the Rodeo Grounds Management Agreement between the parties dated March 2, 1998, or as amended, are incorporated by this reference, as if specifically set forth herein.

16. SURRENDER. At the termination of this lease the Lessee shall surrender the premises in such repair and condition as shall be in accordance with the covenants herein contained.

17. RE-ENTRY. It is agreed that no default or breach of covenant shall be deemed to have occurred on the part of the Lessee until thirty (30) days after written notice of such default or breach shall have been given to the Lessee, and the Lessee within such time has failed to remedy such

default or breach; but at the expiration of such thirty-day period the Lessor shall immediately have the right, at its option, to take any desired action to enforce its rights hereunder, including termination or re-entry with or without termination, or to enforce full performance by the Lessee of its obligations hereunder, unless the Lessee shall have, within such thirty-day period, begun action necessary to remedy such default or breach continuing and shall thereafter continue diligently to prosecute such action to completion, except that in any event the payment of rental or other payments of money due from the Lessee to the Lessor shall be paid within said thirty days.

18. WAIVER. The waiver by Lessor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition on any subsequent breach of the same or any other terms, covenants or conditions herein contained. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach by Lessee of any terms, covenants or conditions of this lease, other than the failure of Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this lease shall be deemed to have been waived by Lessor, unless such waiver is in writing by Lessor.

19. ACCORD AND SATISFACTION. No payment by Lessee or receipt by Lessor of a lesser amount than the rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Lessor may accept such check or payment without prejudice to Lessor's right to recover the balance of such rent or pursue any other remedy in this lease provided.

20. ENTIRE AGREEMENT. This lease sets forth all the covenants, promises, agreements, conditions and

understandings between Lessor and Lessee concerning the leased premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written between them other than are herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by them. This lease supersedes that certain Ground Lease Agreement dated January 1, 1997 between the parties for the "livestock pavilion" with an initial term of 30 years, commencing on January 1, 1997, through December 31, 2026, it being understood that lease is of no further force and effect. This agreement, including the area described in attached "Exhibit A" shall include and not limit the historical use of the entire fairgrounds on the north side of Snow King Avenue for the use of the Teton County Fair during the usual three week period during each summer, as well as, the historical use of the fair grounds for special rodeo and other special events for staging and parking. This agreement does not, in itself, grant any authority to the Teton County Fair Board to enter into any rodeo concession agreements, except the historical and traditional one or two day special events. It is also noted that this agreement may be recorded in the public records of the Teton County Clerk, in Jackson, Wyoming.

21. NO PARTNERSHIP. Lessor does not, in any way or for any purpose, become a partner of Lessee in the conduct of its business, or otherwise, or joint adventurer or a member of a joint enterprise with Lessee.

22. NOTICES. Any notice, demand, request or other instrument which may be or are required to be given under this lease shall be sent by United States certified mail, postage prepaid and shall be deemed to be given when mailed and shall be addressed (a) if to Lessor at: P. O. Box 1687, Jackson, Wyoming 83001, or at such other address as Lessor designated by written notice, and (b) if to Lessee at:

P. O. Box 3075, Jackson, Wyoming 83001, or at such other address as Lessee shall designate by written notice.

23. PARTIAL INVALIDITY. If any term, covenant or condition of this lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this lease, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this lease shall be valid and be enforced to the fullest extent permitted by law.

24. TIME OF THE ESSENCE. Time is of the essence in this agreement.

25. HEADINGS. The headings used in this lease are for convenience only and are not to be used in its construction.

26. CONSTRUCTION. Whenever used, the singular shall include the plural, the plural the singular and the use of any gender shall include all genders. This agreement shall be construed according to the laws of Wyoming.

27. COUNTERPARTS. This Agreement is executed in two (2) counterparts, each shall constitute an original.

IN WITNESS WHEREOF, the Lessor and Lessee have signed and sealed this lease on the date indicated below but to be effective as of the day and year first above written.

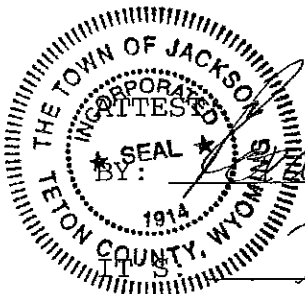
LESSOR:

TOWN OF JACKSON, WYOMING

Date: July 14, 2003

BY: [Signature]

IT'S: [Signature]



[Signature]
Town Clerk

LESSEE:

TETON COUNTY FAIR BOARD

Date: July 17, 2003

BY: William B. Paddleford

IT'S: President

ATTEST:

BY: William Mongi's

IT'S: Secretary/Treasurer

REVIEWED AND APPROVED: TETON COUNTY BOARD OF COMMISSIONERS

Date: 7/15/03

BY: Bill Paddleford
BILL PADDLEFORD

IT'S: BOARD CHAIRMAN

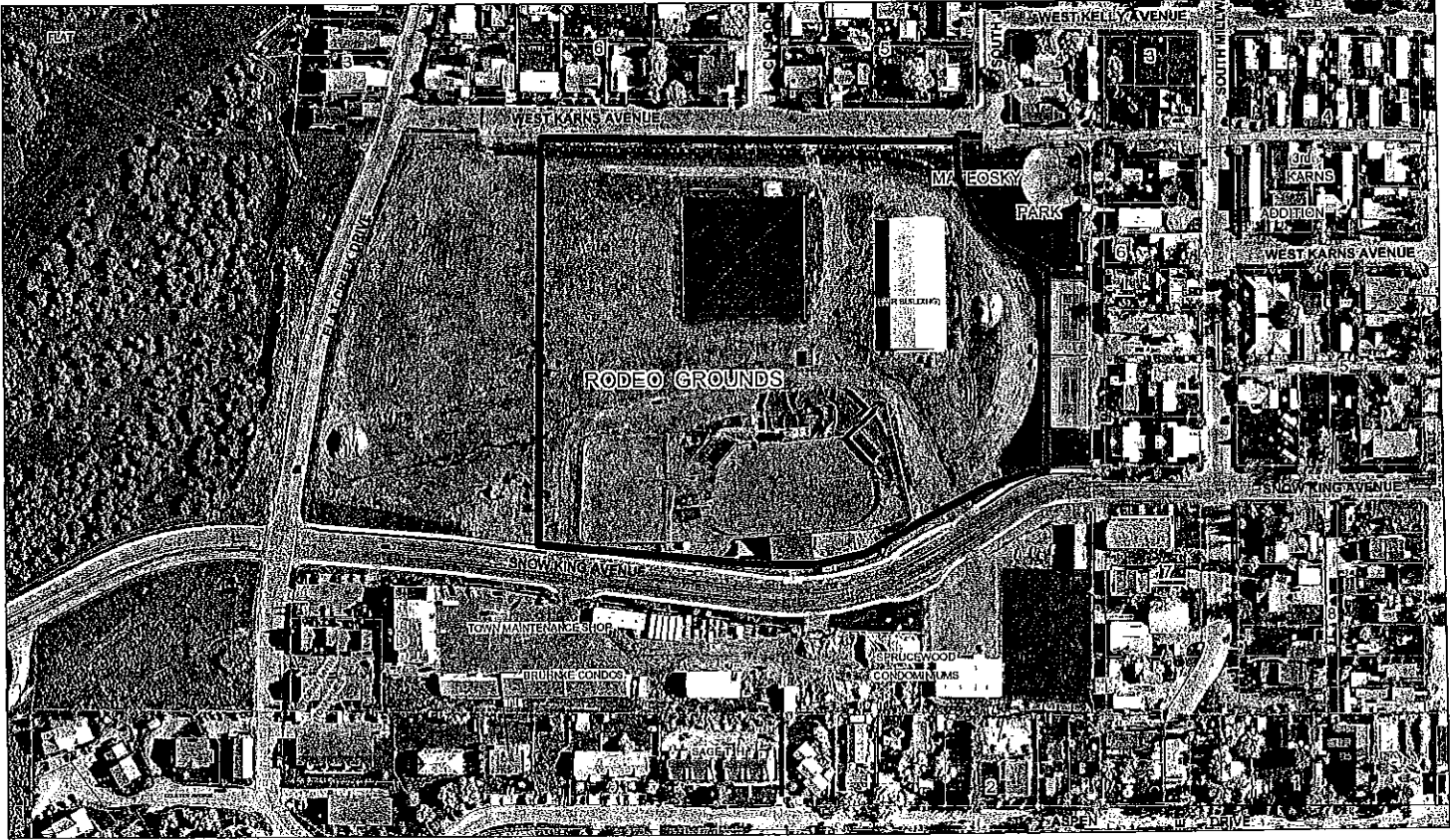
ATTEST:

BY: Sherry L. Daigle
SHERRY L. DAIGLE

IT'S: TETON COUNTY CLERK



Exhibit A



Lease Description

Part of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ and SW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 33, T41N, R116W within the Town of Jackson, Teton County, Wyoming, bounded as follows:

Bounded on the **north** by:

- the south line of West Karns Avenue;

Bounded on the **east** by:

- the west line of the presently existing tennis courts;
- the west line of the presently existing tennis courts extended south to the intersection with north line of Snow King Avenue;
- the west line of the presently existing tennis courts extended north to the intersection with the presently existing outfield fence of the Mateosky Park ball field;
- the arc of the presently existing outfield fence of the Mateosky Park ball field and a northerly extension there of;

Bounded on the **south** by:

- the north line of Snow King Avenue;

Bounded on the **west** by:

- a line bearing due north beginning at the west edge of the presently existing Snow King Avenue curb cut running north to the intersection with the south line of West Karns Avenue;

Refer to accompanying graphic exhibit.

This description was prepared from 1998 aerial photography and Town of Jackson GIS data and is not based on an actual field survey.

EXHIBIT A
SUGGESTED LEGAL DESCRIPTION
TETON COUNTY FAIR GROUNDS
LEASE AREA

A Parcel of Land located in the SW1/4 NE1/4 and the SE1/4 NE1/4 of Section 33, Township 41 North, Range 116 West, 6th P.M., Town of Jackson, Teton County, Wyoming, being a portion of that tract described in Book 7 of Deeds, page 465, records of Teton County, and being more particularly described as follows:

Beginning at a Point which lies N75°43'50"E, 884.9 feet from the center one-quarter corner of Said Section 33, which Point lies behind the northerly curb along Snow King Avenue at the westerly point of a curb cut;

Thence NORTH 675.8 feet, more or less, to the southerly line of West Karns Avenue;

Thence along said southerly line of West Karns Avenue, S89°47'30"E, 672.6 feet, more or less, to a point on a line extended northerly from the present outfield fence around the Mateosky ball park field;

Thence SOUTH 24.7 feet, more or less, along said extension of said outfield fence;

Thence along said fence along a circular curve to the left having a radius of 178.75 feet, a chord of 233.7 feet bearing S37°26'E, through a central angle of 81°39' an arc distance of 254.7 feet, more or less;

Thence SOUTH 335.7 feet, more or less, along the west line of the existing tennis courts and the northerly and southerly extensions thereof to a point behind the northerly curb along Snow King Avenue;

Thence along said northerly curb of Snow King Avenue through the following courses and distances:

Along a non-tangent circular curve to the left having a radius of 274.0 feet, a chord of 83.60 feet bearing S66°21'08"W, through a central angle of 17°33'02", an arc distance of 83.93 feet;

S57°34'37"W, 212.82 feet;

Along a tangent, circular curve to the right having a radius of 226.00 feet, a chord of 154.25 feet bearing S77°31'48"W, through a central angle of 39°54'22" an arc distance of 157.41 feet;

N82°31'01"W, 411.31 feet to the Point of Beginning.

Encompassing an area of 12.13 acres, more or less, and subject to easements, rights-of-way, reservations, restrictions, and agreements, of sight and/or of record.

This description written from the notes of surveys, from records in the Office of the Teton County Clerk, from aerial photography performed for the Town of Jackson, and from engineering data of the Snow King Avenue reconstruction project.

Michael Quinn
Wyoming Professional Land Surveyor 4270
24 November 2003
Project No. 03-001-1

FIRST AMENDMENT TO TETON COUNTY FAIR GROUNDS LEASE AGREEMENT

This First Amendment to the Teton County Fair Grounds Lease Agreement (hereinafter "First Amendment") is made and entered into to be effective as of this 23 day of May, 2022, by and between the City of Jackson, a Wyoming municipality, d/b/a Town of Jackson, (hereinafter referred to as "Town of Jackson"), and Teton County, a duly organized county of the State of Wyoming, (hereinafter referred to as "Teton County").

WHEREAS, the Parties entered into the Teton County Fair Grounds Lease Agreement with term beginning on January 1, 2003 to be effective until December 31, 2026; and

WHEREAS, the Parties have agreed to extend the Teton County Fair Grounds Lease Agreement for an additional four (4) years to December 31, 2030.

NOW, THEREFORE, the Parties hereby mutually agree as follows:

1. Paragraph 2 is hereby amended to extend the term of Teton County Fair Grounds Lease to December 31, 2030.
2. All other terms and conditions of the Teton County Fair Grounds Lease Agreement, dated July 17, 2003, which are not in conflict with the terms and conditions of this First Amendment, shall remain in full force and effect.

APPROVAL AND EXECUTION

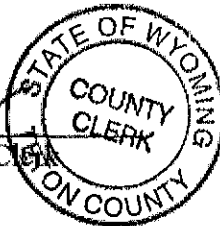
IN WITNESS WHEREOF the undersigned have executed the First Amendment to the Teton County Fair Grounds Lease to be effective on this 23 day of May, 2022.

TETON COUNTY, WYOMING

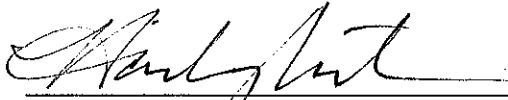
Luther Propst
Luther Propst, Vice-Chairman

Attest:

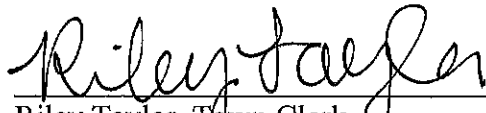
Maureen E. Murphy
Maureen E. Murphy, Teton County Clerk

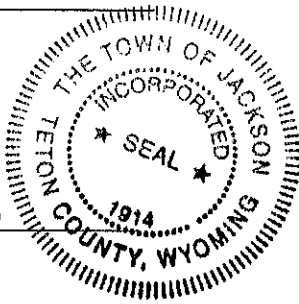


TOWN OF JACKSON


Hailey Morton Levinson, Mayor

Attest:


Riley Taylor, Town Clerk





OFFICE OF THE TOWN MANAGER

March 27, 2024

Teton County Board of County Commissioners
C/O: Jodie Pond, Acting Administrator
VIA Hand Delivery

RE: Offer to Negotiate Teton County Fairgrounds Lease for 50-Year Term

Dear Commissioners,

As you know, the Town Council and the Teton County Board of County Commissioners have long worked together to ensure a home for western activities and the Teton County Fair in our community at the Teton County Fairgrounds. The current Teton County Fairgrounds Lease Agreement does not expire until December 31, 2030. Nonetheless, the Town Council directed staff to reach out to the Teton County Board of County Commissioners to ascertain if Teton County is interested in a new lease for the Fairgrounds for a 50-year term.

If Teton County is interested, the next steps are, first, for the Town Council to review a draft of a new lease, which will include many of the same terms as the current lease, but which will update provisions as well; second, for staff to begin negotiations with County staff on the draft lease; and, finally, a joint presentation by Town and County staff to the Town Council and Board of County Commissioners.

The Town appreciates the County's consideration of this offer. Thank you and I look forward to hearing from you.

Sincerely,

Tyler Sinclair

Tyler Sinclair
Town Manager

cc: Jackson Town Council
Roxanne Robinson, Director of Internal Services





BOARD OF COMMISSIONERS

Luther Propst, Chair
Natalia D. Macker, Vice-Chair
Greg Epstein
Mark Newcomb
Wes Gardner

Jackson City Council
C/O Tyler Sinclair, City Manager
P.O. Box 1687
Jackson, WY 83001
tsinclair@jacksonwy.gov

September 16, 2024

Re: Offer to Negotiate Teton County Fairgrounds Lease for 50-Year term

Dear Mayor Levinson and City Council:

The Teton County Board of County Commissioners appreciates the letter sent from the Jackson City Council on March 27, 2024, regarding the Teton County Fairgrounds Lease.

The County Commissioners intend to renew the lease with the City of Jackson and look forward to working with City staff to negotiate the terms of a new lease. Recognizing that the current Fairgrounds lease does not expire until December 31, 2030, the Board suggests beginning the renewal and negotiation process in the next fiscal year, so starting the discussion in July of 2025.

We have also asked the Teton County Fair Board, which acts as an advisory board regarding the management of the fairgrounds, to provide advice to us in regard to the best means to manage the fairgrounds during non-County Fair times. The Teton County Fair Board will work with county staff to look at the possibility of moving the fairgrounds. We wish to explore all ideas prior to sitting down and extending the current lease. We are also interested in discussing the Rodeo Management Agreement and how the Summer Rodeo Concession interacts with the lease.

Thank you for initiating this conversation and considering the Board's interest.

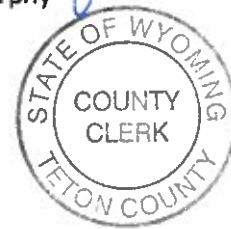
Sincerely,

A handwritten signature in blue ink that reads "Luther Propst".

Luther Propst, Chair
Teton County Board of County Commissioners

A handwritten signature in blue ink that reads "Maureen E. Murphy".

Attest: Maureen E. Murphy
Teton County Clerk



RODEO GROUNDS MANAGEMENT AGREEMENT

This Agreement made as of the day of December 6, 2021 by and between the Town of Jackson, a Municipal Corporation of the State of Wyoming, of P.O. Box 1687, Jackson, WY 83001 (hereinafter referred to as the "Town") and Teton County, WY, a duly organized County of the State of Wyoming, of P.O. Box 3594, Jackson, WY 83001 (hereinafter referred to as "Teton County").

WHEREAS, the Town is the owner of certain real property within the Town of Jackson, Teton County, Wyoming, as described in Exhibit "A" hereto, and commonly referred to as the "Rodeo Grounds"; and

WHEREAS, Teton County desires to administer and maintain said property according to the terms set forth herein; and

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements herein contained and for other good and valuable consideration, receipt whereof being hereby acknowledged, the parties agree as follows:

1. TERM

The term of this Agreement shall be for five (5) years, effective as of January 1, 2022, unless sooner terminated as provided for herein. This Agreement may be terminated by either the Town or the Teton County upon giving one (1) month written notice thereof.

2. DUTIES OF TETON COUNTY

- a. Teton County shall be responsible for the administration and maintenance of the Rodeo Grounds, except for the maintenance of any grass, trees or shrubbery outside of the Rodeo Arena which shall remain the responsibility and under the purview of the Teton County Parks and Recreation Department.
- b. Teton County shall make the Rodeo Grounds available to all user groups as provided herein, and so far as may be practicable, and shall be responsible for the oversight and preservation of the property by virtue of such use. Any fees collected by Teton County for the subletting of the

property shall be retained by Teton County and not be used to offset the management fee paid by the Town to Teton County set forth in paragraph 5 herein.

- c. Teton County shall inform any user group or anyone conducting any business on the Rodeo Grounds that it must obtain and maintain a Town of Jackson Business License. To that end, prior to their approval of use on the Fair Grounds, Teton County shall confirm possession of a business license with Town staff.
- d. Should the Town Council decide to put the rodeo concession out for bid, a committee comprised of the Town Manager or his designee, the County Commissioner's Administrator or his designee and the Teton County Fair and Fairgrounds Manager shall make a recommendation to the Town Council for the selection of a Rodeo Concessionaire after a competitive proposal process has occurred. All presentations to this committee and all recommendations shall be public.
- e. In its administration of the Rodeo Grounds, Teton County shall observe all applicable Federal, State and Local laws.

3. MULTIPLE USE.

The parties acknowledge that the subject property has historically been a recreational area for multiple users, including but not limited to the Town of Jackson, Teton County Barrel Racing Association, Teton County 4-H, various team roping associations, the Old Timers Rodeo Association, the High School Rodeo Association, the Teton County Fair, the production of a regular summer rodeo and various special events in the community. In administration of the Rodeo Grounds, the Teton County will make all reasonable efforts necessary to continue such multiple uses. Notwithstanding the foregoing, in the unlikely event of a direct scheduling conflict between users, priority shall be given first to Town uses, and then to western and/or livestock activities.

4. FUNDING.

During the term of this Agreement, and for subsequent renewals thereof, the

Town shall reimburse Teton County, upon its submission of sworn vouchers without itemization, for all reasonable sums expended in its administration and maintenance of the subject property, a minimum of \$10,000 per year, and a maximum of \$80,000 per year but at no time shall the reimbursement exceed the amount received by the Town from its Concession Agreement with the Rodeo Concessionaire. Should expenditures, capital or otherwise, exceed the maximum of \$80,000, Teton County may present an itemized accounting of expenses for the Town Council's consideration of reimbursement. The itemized accounting of expenses over \$80,000 shall be submitted in one request no later than April 30 of each year.

5. INDEPENDENT CONTRACTOR.

This Agreement is not a contract of employment. No relationship of employer and employee exists between the Town and Teton County or between the Town and any employee or agent of Teton County. Teton County at all times is deemed to be an independent contractor. Teton County is not authorized to bind the Town to any agreements or obligations. The Town shall not be liable for any acts of Teton County, or their employees or agents in performing their duties prescribed herein.

6. INDEMNIFICATION.

Each party shall hold the other party, its agents and employees, harmless from and shall defend and indemnify the other party from and against any and all liability for injuries to or deaths of persons or damage to property arising from the other party's activities and obligations or responsibilities arising under this Agreement. Each party shall give the other party prompt notice of any claim coming to its knowledge that in any way directly or indirectly affects either party, and both parties shall have the right to participate in the defense of such claim to the extent of its interest.

7. LIABILITY INSURANCE.

Throughout the term of this Agreement, Teton County shall maintain insurance for bodily injury, death or property damage by reason of the management and administration operations conducted by Teton County on the Rodeo Grounds, with minimum liability limits covered under the Governmental Claims Act. Teton County shall have twenty (20) days from the effective date of this Agreement to provide a binding written commitment for the issuance of required insurance policies, subject only to premium payment.

8. RIGHTS RESERVED.

The parties acknowledge that the Town has utilized the subject property for various purposes, including but not limited to the storage of gravel for snow removal operations and snow that is removed.

9. THIRD PARTY BENEFICIARY.

Those users specifically articulated in paragraph 4 herein, and any other potential users of the subject property are specifically agreed by the parties to be intended third party beneficiaries of this Agreement. The Town, as owner of the property, by and through the Town Council, as its governing body, shall be the final arbiter of disputes between Teton County and such third party beneficiaries as they relate to the administration of the subject property.

10. ASSIGNMENT.

Teton County may not assign any right, privilege or license conferred by this Agreement, nor may it encumber any portion of the Rodeo Grounds without first obtaining the written consent of the Town, which consent shall not be unreasonably withheld.

11. HEADINGS FOR CONVENIENCE ONLY.

The headings used in this Agreement are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

12. ENTIRE AGREEMENT.

This Agreement contains the entire understanding of the parties. Any modification of the terms hereof must be made in writing and must be executed with the same formalities as this Agreement.

13. NOTICES.

All notices required to be given by this Agreement shall be sent by certified mail or delivered personally, shall be deemed given when mailed or delivered personally, and if mailed shall be addressed to the parties as follows:

1. Town of Jackson, Wyoming, P.O. Box 1687, Jackson, Wyoming 83001.
2. Teton County, P.O. Box 3594, Jackson, Wyoming 83001.

14. APPLICABLE LAW.

This Agreement shall be deemed to be made in and shall be construed in

accordance with the laws of the State of Wyoming. The parties hereby submit themselves to the jurisdiction of the District Court of Teton County, Wyoming, Ninth Judicial District, for any dispute arising out of this Agreement.

15. REPRESENTATIONS AND WARRANTIES.

Each party hereto represents and warrants that it has the right, power and authority to enter into, and perform their respective obligations under this Agreement. The execution and delivery of this Agreement by each party has been duly authorized by the respective authorized individual

16. EXECUTION.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

17. SOVEREIGN IMMUNITY.

Neither the Town nor Teton County waives its sovereign immunity by entering into this Agreement, and fully retain all immunities and defenses provided by law with respect to any action based on or arising out of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as indicated below, but to be effective on the year and date first above written.

DATED this 3rd day of January, 2022.

TOWN OF JACKSON, WYOMING


Hailey Morton Levinson
Mayor

ATTEST:


Roxanne Robinson — Lynsey Leramond
Deputy Town Clerk



TETON COUNTY, WYOMING

By: 
Its: Teton County Commissioners, Board Chair
VICE-CHAIR

ATTEST:

BY: Maureen Murphy
Maureen Murphy
Its: Teton County Clerk



RODEO CONCESSION AGREEMENT

This Agreement is effective as of the 4th of October, 2021, between the Town of Jackson, a Municipal Corporation of the State of Wyoming, hereinafter referred to as the “Town”, and WW Productions, L.L.C., a Wyoming limited liability company, hereinafter referred to as “Concessionaire.”

WHEREAS, the Town is the owner of certain real property within the Town of Jackson, Teton County, Wyoming, commonly known as the Fair Grounds as more particularly described in the Map of Survey recorded in the Teton County Clerk’s office, MapT-60B located in book 2MAP, page 153; and

WHEREAS, the Teton Fair Board (“Lessee”) has assumed management and supervision responsibilities for portions of the Fair Grounds owned by the Town pursuant to the Teton County Fair Grounds Lease Agreement entered on January 1, 2003; and

WHEREAS, Teton County passed Amendment #1 to the 2012 Fair Board Resolution on April 12, 2016 that stated that the Teton County Fair Board served in an advisory capacity as to the management of the fairgrounds thereby clarifying that Teton County serves as the manager of the portions of the Fair Grounds owned by the Town and as described in Exhibit “A” (T-60B map and narrative legal description) attached hereto and by this reference made a part hereof, and hereinafter referred to as the “Rodeo Grounds”; and

WHEREAS, portions of the Rodeo Grounds are used specifically for the production of rodeos; and

WHEREAS, the Town hereby designates Teton County as the Administrative Authority to assume management and supervision responsibilities for the Rodeo Grounds owned by the Town; however, it is possible in the future that the Town will be the Administrative Authority as set forth herein; and

WHEREAS, the Concessionaire is in the business of producing rodeos for the entertainment of the general public; and

WHEREAS, the parties wish to formalize in writing an agreement for the production of a rodeo for the benefit and entertainment of the general public at the Rodeo Grounds.

NOW, THEREFORE, for and in consideration of the mutual promises and agreements herein contained and for other good and valuable consideration, receipt whereof being hereby acknowledged, the parties agree as follows:

1. GRANT OF CONCESSION

The Town hereby grants to Concessionaire the nonexclusive right to operate a rodeo and related activities on a regular basis at the Rodeo Grounds as set forth in paragraph 3 herein. For the purposes of this Agreement, the definition of a rodeo is “a sporting event consisting of several different timed and judged events that involve cattle and horses, designed to test the skill and speed of the human cowboy and cowgirl athletes who participate.”

2. TERM

The term of this Agreement shall be for **five (5)** years, or until September 30, 2026 as set forth in this paragraph 2. For the purposes of this Agreement, Rodeo Season is defined as the Friday of Memorial Day Weekend through the day after Labor Day of each year, unless sooner terminated as provided for herein. Access to the rodeo grounds for stock conditioning and production preparation prior to the Friday of Memorial Day Weekend shall be provided by the Administrative Authority on Wednesdays and Saturdays during the month of May. Additional days may be authorized at the discretion of the Administrative Authority with at least 24 hours advance notice from the Concessionaire. Not later than September 9 of each year of the term hereof, the Concessionaire and the Administrative Authority shall meet to discuss the previous season’s rodeo operations, jointly prepare and jointly execute a report for submission to the Town Council, and if necessary, to recommend amendments to this Agreement for the benefit of: (a) the attending public; (b) the Town of Jackson; (c) the Administrative Authority and rodeo contestants. The executed report and any such recommendations of the Concessionaire and Administrative Authority shall be promptly delivered to the Town Council for its consideration not later than September 25 of each year. Priority of consideration shall be given by the Town to

those recommendations which are jointly endorsed by the Concessionaire and the Administrative Authority, the intent of this provision being the harmonious operation of a rodeo concession for the benefit of the community and the parties hereto.

3. PERIOD OF USE AND POSSESSION OF PREMISES

The Concessionaire shall have the nonexclusive right to use that portion of the Rodeo Grounds described in Exhibit "A" (T-60B map and narrative legal description) for the purposes of preparing for and producing a rodeo and related activities ("collectively Rodeo Events") throughout the term of and subject to the conditions of this Concession Agreement for each Rodeo Season during the term of the Concession Agreement. The Concessionaire shall also have the nonexclusive right to use the gravel area west of the Rodeo Grounds and east of Flat Creek Drive for parking during Rodeo Events. The Rodeo Events shall be produced on Wednesday and Saturday nights and as provided herein, however, the Town Council has the ability to remove one Wednesday or one Saturday night Rodeo Event. Additionally, the Rodeo Events shall be produced on July 4th of each year, and may be produced on eight (8) additional dates during the term of the Agreement as determined by mutual agreement between the Administrative Authority and the Concessionaire, and with the Town Council's approval, with the exceptions as set forth in paragraph 8 of this Agreement regarding rights of use for others. Not later than September 25 of each year, the Administrative Authority and Concessionaire shall submit a schedule for the following Rodeo Season, which shall be approved by the Town Council by October 31 of each year. Contestants who are approved by the Concessionaire are allowed to camp overnight on Rodeo Event nights on the Rodeo Grounds shown in Exhibit A subject to any conditions imposed by the Town of Jackson and reasonable fees assessed by the Administrative Authority. Contestants are not allowed to camp on the Rodeo grounds shown in Exhibit A on non-Rodeo nights.

Possession of a portion of the Rodeo Grounds known as the Rodeo Arena (as depicted on Exhibit "A" (T-60B map and narrative legal description) and all permanent stock pens adjacent to

Rodeo Arena, the outdoor arenas, and other stock pens shall be exclusive to Concessionaire starting at 8:00 AM. and possession shall be exclusive to Concessionaire starting at 4:00 P.M. for the Heritage Arena on days in which the Rodeo Events occur except for parked vehicles or temporary structures pre-approved by the Administrative Authority on an occasional basis in the NW corner of the leased area or Teton County staff working at the Fair Offices. The Administrative Authority may authorize earlier access when necessary to enable the Concessionaire to make repairs. Within fourteen (14) days of the execution of this Agreement, the Concessionaire shall provide a schedule of its intended use of the Rodeo Grounds, so that the Administrative Authority and/or Lessee can schedule public uses of the facility during such times the Concessionaire is not utilizing it.

4. PERFORMANCE DEPOSIT

For the purpose of securing the performance of all of the obligations of the Concessionaire in this Agreement contained, the Concessionaire shall, upon execution of this Agreement, provide the Town with a One Thousand Dollar (\$1,000.00) deposit to be retained by the Town, without interest, for the full term of this Agreement.

5. CONCESSION FEE

The Concessionaire shall pay to the Town the sum of Fifty Thousand Dollars (\$50,000.00) or ten percent (10%) of gross receipts, whichever is greater. Payments shall be made to the Town in the amount of Twelve Thousand Five Hundred Dollars (\$12,500.00) on the fifteenth (15th) day of July, August, September, and October of each year throughout the term of this Agreement and a copy of all payments shall be presented to the Administrative Authority either in hard copy or emailed. On October 15 of each year throughout the term of this Agreement the Concessionaire shall pay to the Town the balance of the concession fee, if any, due and owing in the event that ten percent (10%) of the gross receipts of the Concessionaire exceeds the sum of Fifty Thousand Dollars (\$50,000.00) for the immediately previous operating season. Reports of revenues including spectator entrance fees, participant entry fees and purses, and reports of gross receipts shall be kept according to generally accepted accounting principles,

submitted to both the Town and the Administrative Authority on a monthly basis on the fully completed form as set forth in “Exhibit B” either in hard copy or emailed, and shall be kept confidential to the extent allowed by law. Spectator entrance ticket prices shall be posted prominently at each entrance to the rodeo and also on the official website of the Concessionaire. To ensure accurate reporting, Concessionaire shall be required to use an accurate counter to track the number of attendees and shall report the number of complimentary tickets admitted. Additionally, to the extent requested by the Town, Concessionaire will also provide tax receipts submitted to the Internal Revenue Service. Failure of the Concessionaire to comply with these reporting and accounting provisions shall constitute a material breach of this Agreement, and may, notwithstanding any other provision contained herein concerning the term hereof, result in the termination of this Agreement at the end of the rodeo season in which such breach occurs, after a hearing before the Town Council. Failure to submit reports and payments on time will result in a \$100 late fee assessed per day.

- i. **Definition of Gross Receipts.** Gross receipts as used in this Agreement shall include all monies and anything else for value received by the Concessionaire through the operation of this concession (specifically including, entrance fees, but specifically excluding stock charges and timing charges taken out of the contestant entry fees), or from any business conducted by the Concessionaire on the premises, or from any use of the concession premises by the Concessionaire, excluding Town approved charity events, competitor entrance fees, additional prize money contributed by Concessionaire or prizes purchased by the Concessionaire, and income from business not directly related to rodeo production and without any other deductions, excepting an allowance of deduction on sales or excise taxes imposed by any governmental entity and collected by the Concessionaire.

6. ADMINISTRATIVE AUTHORITY RESPONSIBILITIES

- a. **Administration of Agreement.**

The Town of Jackson is responsible for administration of this agreement unless those responsibilities have been delegated to an Administrative Authority with management and supervision responsibilities for portions of the Rodeo Grounds. The Concessionaire hereby acknowledges such designation and agrees to deal with the Administrative Authority in all matters concerning the administration of this Agreement. The Administrative Authority shall establish a contact list for the Concessionaire to use in resolving issues. All formal meetings between the Concessionaire and Administrative Authority shall be held at a location mutually agreed upon. Any Administrative Authority meeting at which this contract is discussed shall have appropriate minutes kept, and the Concessionaire shall be given prompt written notice of any difficulties reported to or encountered by the Administrative Authority relative to the Concessionaire's operation of this rodeo concession, and shall be afforded a timely opportunity to be heard relative to any such difficulties. If disagreements between the Concessionaire and the Administrative Authority cannot be resolved after good faith efforts at negotiation between the parties, only then may the parties present their disagreement to the Town Council for final determination.

7. CONCESSIONAIRE RESPONSIBILITIES

a. RESPONSIBLE PARTY

On or before the effective date of this Agreement, the Concessionaire shall provide the address and telephone number of and designate in writing one (1) responsible person with whom the Town or its agents may deal for purposes of performance and administration of this Agreement.

b. PREMISES AND PROPERTY

i. Security, Cleaning and Damages Deposit

A Security, Cleaning and Damage deposit in the amount of Two Thousand Dollars (\$2000.00) has been paid to the Administrative Authority by the Concessionaire. This deposit will be held for the term of the Agreement and the remaining balance, if any, returned to the Concessionaire at the end of the Agreement term. If charges against the deposit exceed Two

Thousand Dollars (\$2000.00), the Concessionaire will be billed for the overage and a replacement Two Thousand Dollar (\$2000.00) deposit must be paid. Concessionaire must receive prior written authorization from the Administrative Authority for outside cleaning services if payment for such services is expected from the Administrative Authority. Administrative Authority shall give Concessionaire an accounting of the use of any part of the deposit.

ii. **Condition/ Inspection**

Possession of premises and property. The taking of possession of the property described in Exhibit "A" (T-60B map and narrative legal description) to the Concession Agreement hereinafter referred to as the concession premises, by the Concessionaire, after completion of a checklist in the form attached hereto as Exhibit "C", shall constitute acknowledgement that such premises are in good condition, except as noted in writing by Concessionaire at the time of taking possession. Such written exceptions shall be attached to Exhibit "C." Exhibit "C" is a checklist of the items in the Heritage Arena and Rodeo Arena. The Concessionaire shall accept the concession in their presently existing condition, and the Town shall not be required to make any alteration thereto.

Annual joint inspection. Agents of the Town, Concessionaire, and Administrative Authority to this Agreement shall conduct a joint inspection of the concession premises and property immediately prior to and following the period of use each year throughout the term of this Agreement for the purpose of ascertaining responsibility for any damage and required repairs.

iii. **REPAIR AND MAINTENANCE OF PREMISES, PROPERTY**

The Concessionaire shall be responsible for the maintenance of all of the bleachers, bathroom, arena, fence around the arena and chutes at its own

expense. The Town shall be responsible for the replacement of arena lights, but the Concessionaire shall be responsible for such replacements as might arise from its or its employees' negligence. The Concessionaire shall maintain the concession premises during the period of use in good order and repair at its own expense, provided that the Administrative Authority shall be responsible for other than routine maintenance of the bleachers and restrooms, and for vandalism damage to the bleachers, restrooms and area lights prior to or after the exclusive use period. The Concessionaire shall be responsible for watering and conditioning the outdoor and indoor arenas for their own Rodeo Events. The Concessionaire shall make minor repairs to these facilities as may be necessary from time to time throughout the term of this Agreement. Prior written notification shall be provided to the Administrative Authority for these minor repairs, except in emergency situations. The Concessionaire shall not be held responsible for maintaining said facilities during those periods from 2 days after Labor Day through April 30th of each year when the concession is not being used by the Concessionaire, or during periods of use by other entities.

If the Concessionaire neglects or refuses to keep the premises in good order and repair, the Administrative Authority shall have the right to perform such routine maintenance and repairs for the account of the Concessionaire and the Concessionaire shall promptly reimburse the Administrative Authority for the cost thereof, providing the Administrative Authority shall first give the Concessionaire five (5) working days written notice of its intention to perform such maintenance and repairs for the account of the Concessionaire to enable the Concessionaire to perform such maintenance and repairs at its own expense.

iv. **CLEANLINESS**

Prior to exclusive use being provided to the Concessionaire and prior to exclusive use being turned back to the Administrative Authority, all areas of use shall be inspected pursuant to the checklist shown in Exhibit "C." Should the inspection not pass, either party shall notify the other party in writing of the unsatisfactory conditions, and the party receiving the notification shall have four (4) hours from delivery of notice to remedy the unsatisfactory conditions, unless mutually agreed upon. In the event unsatisfactory conditions are not remedied within four (4) hours, the Concessionaire will clean the area and shall submit a reasonable invoice to the Administrative Authority for reimbursement or the Administrative Authority will clean the area and shall reduce the amount of the cleaning deposit by an appropriate amount. The Concessionaire shall use all best efforts to clean the Rodeo Grounds, including but not limited to the Heritage Arena, grandstands, restrooms, and parking areas, not later than 9:00 a.m. the day following a Rodeo Event, but in no event later than twelve (12) hours after each Rodeo Event. The Concessionaire shall clean, including but not limited to the following: trash to be picked up and thrown in fairgrounds dumpsters; trash pickup includes the Rodeo Arena and bleachers; Heritage Arena; chute areas; stock pens; roping boxes; alleyways; and Rodeo Arena restrooms; all manure from the Heritage Arena tie up mats shall be picked up and placed in the manure dump; all wheelbarrows shall be dumped in the manure dump and returned empty to the barn. The Administrative Authority will be responsible for cleaning all parking areas, stalls, and the Grassy Arena. The Concessionaire understands that the grounds and facilities will be made available to the public at 8:00 a.m. on the days following a Rodeo; both parties agree that this shall not impact the Concessionaire's ability to clean between 8:00 a.m. and 9:00 a.m. The Concessionaire shall at all times during its period

of use of the premises, maintain the premises in a clean and sanitary condition and in the furtherance thereof, shall store all trash in containers provided for that purpose and shall be responsible for providing and/or paying for the removal of all accumulated trash from the concession premises after each Rodeo Event.

The Concessionaire shall at all times during its period of use of the premises be required to provide recycling bins and/or containers on the premises for cans, plastic, cardboard and any materials accepted by the Recycling Center, and to remove such accumulated recycling products from the concession premises after each Rodeo Event.

v. USE AND HOURS OF OPERATION

The Concessionaire may operate a rodeo on the concession premises during its period of use as set forth in paragraph 3 herein, but stock shall be moved into the area not earlier than 12:00 p.m. and the rodeo shall end not later than 10:30 p.m. with the arena lights out by 11:00 p.m. and stock removed as soon as possible. Stock brought on to the premises shall be supervised at all times. Upon application to the Concessionaire, different hours may be agreed upon and shall not be unreasonably withheld.

vi. CAMPING/STABLING

The Concessionaire shall have the authority to permit any contestant to utilize the Rodeo Grounds for the stabling of animals or for camping on Rodeo Event nights, as per the permit process established by the Administrative Authority. Both camping and stabling of animals shall be subject to a fee set by the Administrative Authority, to be collected by the Concessionaire and remitted to the Administrative Authority.

vii. SOUND SYSTEM

The loud speaker public address sound system utilized for rodeos and other events shall be provided by and shall be under the sole exclusive control for all purposes of the Administrative Authority, and neither the equipment nor the control level shall be tampered with, altered or in any way revised or interfered with by the Concessionaire or any of its agents or employees, provided that this paragraph shall not be construed to prohibit minor adjustments not exceeding reasonable fixed limits, necessitated by mechanical or other problems. The Administrative Authority shall install, maintain and operate a volume measuring device during each Rodeo Event at three (3) separate fixed locations bordering the Fair Grounds. The sound shall be measured at a distance of at least twenty-five (25) feet from the site boundary line of the Rodeo Arena and shall not exceed eighty (80) decibels for a single period. This measurement shall be recorded and the results made available to the Concessionaire, and to the Town upon request.

viii.FIRST AID/EMT

The Concessionaire shall maintain on the premises at all times during the performance of rodeos, first aid equipment as recommended by the Teton County E.M.T. organization. In addition, the Concessionaire shall at all such times have immediately available to it a means of communicating with the Teton County Sheriff's dispatch office for the purpose of summoning ambulances or medical or law enforcement assistance via radio or telephone. For each rodeo performance, the Concessionaire shall be responsible for assuring that there is a trained emergency medical technician on the premises for the purpose of rendering aid to or assisting the rodeo contestants and other participants or spectators as the case may be.

ix. UTILITIES

The Concessionaire shall pay for delinquency of all charges for utility services incurred by it with respect to the operation of the concession herein granted.

x. APPROVAL FOR ALTERATIONS

No alterations or additions of any character shall be made on or to the concession premises by the Concessionaire without first notifying the Administrative Authority and obtaining the written consent of the Town. The arena fences shall not be removed for the winter without the consent of the Administrative Authority and the Town. If alterations or additions are made, they shall be made at the sole expense of the Concessionaire, which shall agree to hold the Town and the Administrative Authority harmless therefore and such alterations shall be to the specifications of the Town and the Administrative Authority.

xi. RIGHT OF ACCESS

The Administrative Authority of the Rodeo Grounds and Town personnel shall have access to the concession premises and each part thereof, for the purpose of inspecting the same and making repairs on the concession premises. The Concessionaire shall have the right at all times to traverse Town property to get to and from the concession premises in order to keep the concession premises open during the regularly scheduled hours of operation, subject to reasonable rules and regulations approved by the Administrative Authority and/or Lessee with regard to the moving of livestock.

xii. PARTIAL DESTRUCTION

If at any time during the term of this Agreement the concession premises are damaged by fire, act of nature or other cause beyond the control of the Concessionaire to the extent that continued use of the concession premises is unfeasible, the Concessionaire may, on written notice to the Town delivered within fifteen (15) days after the damage has

occurred, terminate this Agreement without any liability of the Concessionaire to the Administrative Authority, except for the payment of concession fees accrued to the date of such termination. If the Concessionaire does not elect to terminate this Agreement, the Town shall, with due diligence, restore the concession premises to operative condition, but the Town shall not be obliged under this provision to expend on such restoration more than the proceeds of any insurance received by it on account of such damage. The Town shall not be responsible for any profits lost by the Concessionaire due to the partial destruction of concession premises.

xiii.SIGNS

The Concessionaire shall not erect any sign on the concession premises or in the vicinity thereof without obtaining advance written approval of the Town under then existing regulations. Signs shall be allowed inside the Rodeo arena subject to approval by the Administrative Authority of size, location and design and approval will not be unreasonably withheld.

c. ATTENDANCE

An accurate account of attendance at each rodeo performance will be kept by the Concessionaire, and will be part of the operating report turned into the Town each month, which shall include but not be limited to accurate counts of the number of paying spectators and complimentary tickets. It is the responsibility of the Concessionaire to assure all attendees are counted.

d. STOCK AND SURCHARGES

Stock charges, entrance fees, participant fees, membership fees, any other fees for the upcoming season along with the procedure used to determine those fees shall be provided to the Town of Jackson by the Concessionaire not later than May 1 of the rodeo year.

e. PAYOUTS AND SLACK COMPETITION

The Concessionaire agrees to use the Professional Rodeo Cowboys Association ("PRCA") rules as a guideline for paybacks, and agrees that the formula for paybacks, with the

number of entries, number of places paid and percentage or purse split per place, shall be provided to the Town and the Administrative Authority prior to the first rodeo, shall be posted in a conspicuous place visible to all contestants throughout the rodeo season as well as posted on the Concessionaire's official website. One formula per event shall be used throughout the entire season. The same formula may be used for multiple events.

The Rodeo Events shall include, but not be limited to the following: Pee Wee Barrel Racing; Junior, Open and Novice or 4D Barrel Racing;; a numbered Team Roping to include novice and open; Bareback Riding; Saddle Bronc Riding; Bull Riding; and an event for children in the audience to participate in unless unsafe conditions exist or a lack of entries exists. The Rodeo Events may also include Tie Down roping and Breakaway Roping. The aforementioned events may be changed with the Town Council's approval. The rough stock events must have the appropriate amount of pick-up men and bull fighters to provide adequate safety for the participants. For timed events, the number of entries shall be limited to the time allotted for these events. Entries that cannot be accommodated during the evening performance will be run prior to each evening performance in "slack competition". The Concessionaire is encouraged to add new events, at its discretion, especially events that encourage participation by young cowboys and cowgirls (ie. mutton bustin', calf riding, steer riding and miniature bull riding

The Concessionaire shall have the lights on at the Heritage Arena for slack warm-up throughout the rodeo performance and shall be provided use of the Heritage Arena at 4:00 P.M. each day of a Rodeo Event. The remainder of the Rodeo Arena premises will be available to the Concessionaire at noon on the day of Rodeo Events.

f. FOOD AND BEVERAGE CONCESSION

i. Rodeo Events. The Concessionaire shall be responsible for providing any food or beverages which are served to the public during Rodeo Events. The Concessionaire may sublet food service operations without the written consent of

the Council with the understanding that all proceeds are still included in the definition of gross receipts whether subleased or not.

Exclusive Use of food and beverage facility. During the Rodeo Season, the Concessionaire shall have exclusive use of the food and beverage facilities on the Rodeo Grounds. The Administrative Authority agrees to provide sufficient, convenient, secure and mutually agreeable space so the Concessionaire or Sub-lessee can easily store and retrieve any food, beverage, supplies, utensils and equipment, which are the property of the Concessionaire or Sub-Lessee.

iv. Proceeds. Proceeds from the food and beverage concession for Rodeo Events shall be included in the calculation of gross proceeds for the payment to the Town of Jackson.

v. Maintenance of equipment. The Concessionaire shall maintain all equipment in good working condition at all times, at its own expense, for the operation of the food and beverage concession. The Concessionaire shall be responsible for replacing, with the exception of reasonable wear and tear and vandalism, any equipment of the Town, Administrative Authority and/or Lessee that becomes missing, damaged beyond repair, or too unsanitary to use, due to the acts of the Concessionaire or its guests or business invitees and the Concessionaire shall replace all equipment that it is required to provide under the terms of this Agreement, if it becomes unfit for use. The foregoing requirements apply to the food and beverage concession property during the Rodeo Season.

g. LICENSES AND PERMITS

The Concessionaire shall pay for all permits and licenses that may be required for the operation of the concession.

h. PAYMENT OF BILLS

The Concessionaire shall promptly pay all debts incurred by it for the purchase of goods or services used in the operation of the concession. The Concessionaire shall indemnify and hold the Town harmless from the payment of such debts.

i. TAXES

The Concessionaire shall pay all taxes on personal property belonging to the Concessionaire located on the concession premises, and the Concessionaire shall pay all sales and other taxes levied against the operation of the business.

j. LIABILITY INSURANCE

Throughout the term of this Agreement, the Concessionaire shall maintain insurance for bodily injury, death or property damage by reason of the operations conducted by the Concessionaire on the concession premises, with minimum liability limits of \$500,000.00 for bodily injury or death of any one person and \$1,000,000.00 for bodily injury or death of two (2) or more persons in any one accident or event, and in the minimum amount of \$50,000.00 for damage to property resulting from any one accident, naming the Administrative Authority and the Town as additional insured's. The Town and the Administrative Authority shall also be held harmless as part of the insurance coverage. The Concessionaire shall have twenty (20) days from the effective date of this Agreement to provide a binding written commitment for the issuance of required insurance policies, subject only to premium payment.

Insurance policies referred to herein, shall be placed with an insurance company or companies approved by the Town. However, Concessionaire's choice of insurance agent or company shall not be unreasonably withheld. Copies of the said insurance policies and all certificates thereof shall be furnished by the Concessionaire effective as of the date of this Agreement, and under no circumstances less than ten (10) days prior to the event(s) for which proof of coverage is being provided, to both the Town and the Administrative Authority. All policies shall require notification to the Town not less than ten (10) days prior to any cancellation. All policies shall be for the entire Rodeo Season and renewed each year, or shall be for the entire term, and not on a per event basis.

k. COMPLIANCE WITH STATE AND LOCAL LAWS

The Concessionaire shall comply with applicable state and local laws governing the operation of the concession premises. Violation of such state laws or ordinances of the Town of Jackson, Wyoming may be considered just cause for termination of this Agreement.

I. REFLECTION.

Should the Concessionaire choose to wish the contestants of the rodeo safety and success and/or conduct a reflection at the beginning of each public rodeo, it shall be a general reflection that does not endorse any religion. It shall be considered breach of this paragraph if attendees of the public rodeos are subjected to proselytizing.

8. RIGHTS OF USE FOR OTHERS

a. **Teton County Fair.** Anything else contained to the contrary herein notwithstanding, in conformance with paragraph 3 herein, the Town and/or the Administrative Authority shall notify the Concessionaire of the dates scheduled for the Teton County Fair to be held on the concession premises. The schedule period ("Fair Week") shall not exceed eight (8) consecutive calendar days in length, (Sunday through Sunday), unless otherwise approved by the Town Council. The Concessionaire agrees to allow the Fair Board to make use of all of the premises with the exception of the concession stands, kitchen, and ticket booth storage rooms for the purpose of conducting the Teton County Fair, with the understanding that said Fair Board shall return the concession premises to the Concessionaire in the same or better condition which the premises were in when the concession premises were made available to the said Fair Board; a walk through shall be conducted both before and after the Teton County Fair by representatives of the Fair Board, the Administrative Authority, and the Concessionaire in order to document the condition of the premises.

i. On the Saturday prior to Fair Week, due to a Fair related event, the Rodeo Concessionaire shall not have access to the Rodeo Arena until 5:00 PM. Additionally on this day, the Concessionaire may not bring in stock until 4:00 PM.

- ii. Rodeo Concessionaire is responsible for taking down all of its signage within the black fence on Saturday night prior to Fair Week, including ticket sales, wayfinding, beer sales, sponsor banners, rough stock chute banners, etc.
- iii. Rodeo Concessionaire is responsible for taking down all tents and removing the following from the fairgrounds prior to 10:00 AM on the first Monday of Fair Week: tents; mechanical bull; equipment such as tractor, drags, water truck, attachments, etc.; and enclosed trailers.
- iv. Rodeo Concessionaire is responsible for moving other items as requested by the Fair Board prior to and during the Fair.

b. Jackson Hole Non Profit Rodeo. In addition to the use for the Teton County Fair as set forth in subparagraph A above, a local non-profit sponsored Rodeo shall, with the consent of the Town Council, be held for a number of days as yet to be determined during the term hereof. It is the intent of the Town Council in approving the locally sponsored non profit Rodeo to have it scheduled in the last two weeks of August or in the month of September. If this is impossible, impracticable or otherwise not prudent in the sole discretion of the Town Council, the dates chosen for the non profit Rodeo shall have priority over those otherwise afforded to the Concessionaire under this Agreement. The concession premises shall be returned to the Concessionaire at the end of the scheduled period in the same or better condition in which the premises were in when the concession premises were made available for the nonprofit Rodeo.

c. Non-Regular Rodeos. Notwithstanding the provisions of subparagraphs A and B above, the Concessionaire shall be entitled to produce a rodeo on dates during the term of this Agreement other than those that the facilities are used by third parties as set forth above and upon approval by the Administrative Authority and the Town Council, such approval not to be unreasonably withheld. The Administrative Authority or Lessee shall have the authority to charge a fee for the additional non-regular rodeo, and any requests for non-regular additional rodeos will require Town Council approval.

9. **BREACH/ BANKRUPTCY**

a. **Each Term Material**. Each term of this Agreement is material and the breach by the Concessionaire of any of the terms herein contained shall be a material breach of the entire Agreement and shall be grounds for the termination of the entire Agreement by the Town.

b. **Bankruptcy**. The filing by the Concessionaire of a voluntary petition in bankruptcy or the making of an assignment for the benefit of creditors, or consenting by the Concessionaire to the appointment of a receiver or trustee of all or part of its property, or the filing by the Concessionaire of a petition or answer seeking reorganization under the National Bankruptcy Act or any other applicable law, or the filing by the Concessionaire of petition to take advantage of any insolvency act shall constitute a breach of this Agreement by the Concessionaire. On the occurrence of any such event, the Town may terminate this Agreement by giving the concessionaire ten (10) days written notice of termination.

10. **WAIVER OF BREACH**

The waiver by either party of any breach contained in this Agreement shall not be deemed a waiver of such term for any subsequent breach of the same or any other term. The subsequent acceptance of a concession fee payment by the Town, or the payment of same by the Concessionaire, shall not be deemed to be a waiver of any prior occurring breach by the other party of any term contained herein regardless of knowledge of said party of such prior existing breach at the time of the acceptance of or payment of such concession fee payment.

11. **RENEWAL/ EXTENSION OF AGREEMENT**

Provided that Concessionaire is not in default in any manner with respect to the terms and conditions of this Agreement, the Concessionaire may, on or before the 1st day of August of the final year of the term, give notice, by certified mail, of its desire to continue for another term as the Rodeo Concessionaire.

Having received this notice, the Town Council shall, on or before the 30th day of September, inform the Concessionaire if it will re-negotiate with the Concessionaire for another term, or if it will be putting Rodeo Concession out for bid. If the Town decides to renegotiate with Concessionaire, the new agreement shall be finalized and approved not later than October 31. In the event the Town and the Concessionaire cannot come to an agreement by said date, the Town reserves the right to put the Rodeo Concession out for bid, in which case the Concessionaire will have no special rights over and above other bidders.

12. TERMINATION BY TOWN

If in the judgment of the Town the manner of operation of the concession or the quality of services does not meet the requirements of this Agreement, or if the Concessionaire is in default of any of the terms of this Agreement, the Town shall give the Concessionaire written notice specifying the particulars of the unsatisfactory performance or default. Unless otherwise stated within this Agreement, if the Concessionaire fails or refuses to remedy such unsatisfactory performance within fifteen (15) days after the giving of notice, the Town may terminate this Agreement. The Administrative Authority may recommend termination of this agreement to the Town by providing written notice specifying the areas of concern.

13. CONCESSION PREMISES ON TERMINATION

Upon the termination of this Agreement for any reason, the Town shall have full authority to re-enter and to take full possession of the concession premises without the necessity of obtaining any legal process. The Concessionaire stipulates and agrees that the Town shall not be liable for prosecution or for damages for resuming possession of the concession premises upon termination of this Agreement.

14. INDEMNIFICATION

The Concessionaire shall hold the Town, its agents and employees, and the Board, harmless from and shall defend and indemnify the Town and the Board from and against any and all liability for injuries to or deaths of persons or damage to property arising from the

Concessionaire's activities and obligations or responsibilities arising under this Agreement. Each party shall give the other party prompt notice of any claim coming to its knowledge that in any way directly or indirectly affects either party, and both parties shall have the right to participate in the defense of such claim to the extent of its interest.

15. NOT CONTRACT OF EMPLOYMENT

This Agreement is not a contract of employment. No relationship of employer and employee exists between the Town and the Concessionaire. The Concessionaire shall at all times be deemed to be an independent contractor. The Concessionaire is not authorized to bind the Town to any agreements or obligations. The Town shall not be liable for any acts of the Concessionaire, its employees or its agents in performing its duties prescribed herein. No portion of the concession premises is being leased to the Concessionaire; the Concessionaire is a licensee and not a lessee of the concession premises, and the right of the Concessionaire to occupy the concession premises and to operate the concession granted by this Agreement shall continue only so long as all of the terms of this Agreement are strictly and promptly complied with by the Concessionaire.

16. MISCELLANEOUS

a. **HEADINGS AND SUBHEADINGS.** The headings and subheadings used in this Agreement are for convenience only and are not intended to define or limit the scope of any provision in this Agreement.

b. **APPLICABLE LAW.** This Agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of Wyoming. The parties hereby submit themselves to the jurisdiction of the District Court of Teton County, Wyoming, Ninth Judicial District, for any dispute arising out of this Agreement.

c. **REPRESENTATIONS AND WARRANTIES.** Each party hereto represents and warrants that it has the right, power and authority to enter into, and perform their respective obligations under this Agreement. The execution and delivery of this Agreement by each party has been duly authorized by the respective authorized individual.

d. **ASSIGNMENT OR SUBLETTING.** The Concessionaire may not assign any right, privilege or license conferred by this Agreement, nor may it sublet or encumber any portion of the concession premises without first obtaining the written consent of the Town unless otherwise provided herein. A copy of any sub-lease agreement consented to shall be provided to the Town.

e. **TIME OF THE ESSENCE.** Time is of the essence in this Agreement.

f. **ENTIRE AGREEMENT.** This Agreement contains the entire understanding of the parties. Any modification of the terms hereof must be made in writing and must be executed with the same formalities as this Agreement.

g. **NOTICES.** All notices required to be given by this Agreement shall be sent by certified mail or delivered personally, shall be deemed given when mailed or delivered personally, and if mailed shall be addressed to the parties as follows:

1. Town of Jackson, Wyoming, P.O. Box 1687,
Jackson, Wyoming 83001.
2. Concessionaire: WW Productions, LLC, Phil Wilson, 7895
Cowboy Way, Jackson, WY 83001.
3. Administrative Authority, P.O. Box 3075,
Jackson, Wyoming 83001.

h. **EXECUTION.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same document.

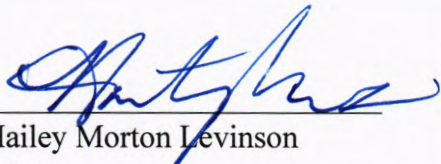
i. **SOVEREIGN IMMUNITY.** The Town does not waive its sovereign immunity by entering into this Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Agreement.

j. **THIRD PARTY BENEFICIARY.** The parties do not intend to create in any other individual or entity the status of third party contract beneficiary, and this Agreement shall not be construed so as to create such status.

IN WITNESS WHEREOF, the parties have executed this Agreement as indicated below,
but to be effective on the year and date first above written.

DATED this 4th day of October, 2021.

TOWN OF JACKSON, WYOMING


Hailey Morton Levinson
Mayor

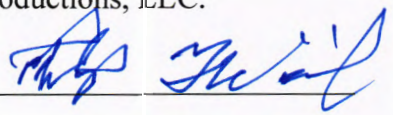
ATTEST:


Lynsey Lenamond
Town Clerk



CONCESSIONAIRE

WW Productions, LLC.

By: 

Its: member

FOR RODEO EVENTS HELD DURING THE MONTH AND YEAR OF :

[illegible]

Walk Through Checklist

Condition: 1-New/Good, 2-Fair, 3-Poor, 4-Broken

AREA	CONDITION				COMMENTS
Arena	1	2	3	4	
Arena Fences and Gates	1	2	3	4	
Beer Booth	1	2	3	4	
Bleachers and Grandstands	1	2	3	4	
Bucking Chutes	1	2	3	4	
Catch Pen Fences and Gates	1	2	3	4	
Concession Stand -					
2 Coolers (Upright)					
1 Freezer					
1 Grill					
1 Ice Chest					
2 Refrigerators					
1 Stove					
5 Tables (Steel) (4 Lg. and 1 Sm.)					
4 Tables (Wood)					
Crow's Nest	1	2	3	4	
Grandstand Bathrooms	1	2	3	4	
Grounds Perimeter Fences and Gates	1	2	3	4	
Heritage Arena	1	2	3	4	
Holding Pen Fences and Gates	1	2	3	4	
Holding Pens behind Crow's Nest	1	2	3	4	
Parking Lot	1	2	3	4	
Platform/Deck beneath Crow's Nest	1	2	3	4	
Roping Chutes	1	2	3	4	
Sound System Speakers	1	2	3	4	
Stripping Chute	1	2	3	4	
Ticket Booths	1	2	3	4	

Meter Reading -

Fair Board Rep: _____ Rodeo Rep: _____

Date: _____

Date: _____

STAFF REPORT



Meeting Date:	November 17, 2025	Meeting Title:	Workshop
Submitting Department:	Legal	Presenter:	Lea Colasuonno
Agenda Item:	Municipal Code Updates Regarding Public Property: Title 5, Business Licenses and Regulations Title 9, Public Peace, Morals, and Welfare	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to discuss updating the Jackson Municipal Code to address use of and potential damage to public property. This item involves two titles of the Jackson Municipal Code: Title 5, Business Licenses and Regulations, and Title 9, Public Peace, Morals, and Welfare.

Requested Action.

Staff request the Town Council consider the analysis and policy issues set forth below and provide the staff direction on each issue.

Recommendations.

Recommendations for items are provided in the Analysis & Key Policy Question section of this Staff Report.

Background.

The Town periodically updates the Municipal Code to ensure its applicability and relevance, overall ensuring that the content matches the community's and municipality's needs. The issues being considered for this potential Code update arose in four ways:

- 1) Recently, numerous community members and visitors to our community have noted an uptick in commercial activity on public property and the Town Council requested staff provide options to update the Municipal Code to address the community feedback.
- 2) Staff in the Finance and Planning & Building Departments identified issues with how Exposition Licenses function with respect to commercial one-time or seasonally repeating events (i.e., markets, bazaars, expositions, events).
- 3) Legal staff identified appropriate technical updates for Title 5.
- 4) Recently, incidents of defacement of public property in other communities in Wyoming surfaced and legal staff used this opportunity to update and improve provisions of Title 9 (Public Peace, Morals, and Welfare) that prohibit defacement/damage to public property.

Analysis & Key Policy Questions.

Title 5

- A. Activity on Public Property. The First Amendment protects freedom of speech, and while the U.S. Supreme Court often has struggled to determine what exactly constitutes protected speech, artistic performance and speech that promotes commercial products receive First Amendment protection. Thus, regulating both these types of activities on public property, whether a street, sidewalk, or park, requires balancing individuals' right to "speak" in these public spaces with the Town's authority to ensure the safety and security of these spaces. The recent activity noted by the public, which includes business practices and artistic performances, both require balancing these important values.
 1. *Business Activity*. Commercial activity is less protected on public property than some other types of activity because the First Amendment affords less constitutional protection to commercial speech compared to non-commercial speech, like political speech. The Town's Code currently prohibits i) obstructing pedestrian or

vehicular traffic on streets and sidewalks in a variety of ways (standing, lying down, etc.) and **ii)** erecting structures/displays on public sidewalks, streets, etc. without Council approval.

- Recommendation. To strengthen and clarify the Code with respect to commercial activity on sidewalks, streets, and the like, staff suggest amending one provision and adding one provision.

Amended Provision: “No person may, by reaching into, extending into, or occupying sidewalks, streets or the like, inhibit, impede, or block passage by another person or vehicle for the purpose of offering, selling, advertising, or distributing merchandise, food, beverages, samples, promotional materials, or other items to persons using the sidewalk, street or the like.”

New Provision: “It shall be unlawful for any person, Business, or other entity to attract or attempt to attract people to a place of business by calling, shouting, hawking, ringing any bells, sounding any horn, siren or other noisemaking device, or by waving, hailing, or otherwise signaling to passersby, or by touching or physically detaining them.”

2. *Artistic Performances.* A second type of activity taking place recently and more frequently involves the Town Square. In parks, which are the most sacrosanct traditional places for speech activity, virtually every type of artistic performance is protected by the First Amendment. Artistic performance is a form of speech and thus cannot be restricted based on content (the subject matter) or viewpoint (what position it expresses on the subject matter). Additionally, under the First Amendment performers may accept voluntary donations. However, if performers begin selling goods or their works of art, they may be prohibited from doing such.

- Recommendation. Staff suggest amending an existing Code provision to address the artistic performance activity observed in the Town:

Performers may accept contributions of money or property at their Performance in exchange for their artistic Performance. Performers shall not sell any goods, wares, or works of art, or conduct any other service on public property in connection with a Performance.

- B. Business Licensing for Commercial Outdoor and Indoor Expositions. Generally stated, the Town licenses people transacting business within the Town in order to protect the health, safety, and general welfare of those receiving goods and services in the Town. Licensing businesses involves, primarily, two regulatory areas: i) emphasizing compliance with state tax laws, and ii) ensuring compliance with the Land Development Regulations (LDRs). The Town licenses expositions, bazaars, outdoor/indoor markets, etc. via the Exposition License. As for how this particular license falls within the scheme of licensing:

General Business License	This license is for general businesses that operate, essentially, year-round, in the Town – e.g., restaurants, real estate agents, local service providers. Sometimes businesses with a General Business License fluctuate seasonally – i.e., gardening companies do more work and more outdoor work in the summer – but the business exists year-round.
Exposition License	As <i>currently implemented by staff</i> , this license is for people/businesses that operate one-time or sporadic seasonal events. These are general licenses, not specific to an industry, that capture a category of commercial activity based on the type of activity and its frequency – e.g., Grand Teton Music Festival outdoor concerts, a truck selling fruit, Health Being Juicery’s recent vintage clothing event.

Business-Specific Licenses	These licenses exist for business that have unique attributes or qualities that require more tailored regulation – i.e., taxis, commercial residential property rental, adult entertainment, and solicitation.
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*A Special Event Permit is *not* a business license, and the legal technicalities around it are different. However, it often gets bound up with business licensing.

Staff identified three issues with the Exposition License and the Code section that regulates it:

1. *When it is Required.* The existing Town regulation states this license is required when “two or more” people put on a qualifying event. However, *single individuals* do host expositions, bazaars, outdoor/indoor markets, etc., leaving the Code out-of-step with the needs of the community.
 - Recommendation. Staff suggest amending the existing language to require an Exposition License for all expositions, bazaars, exhibits, or sales, whether it's one person/business selling goods or two+ persons/businesses gathered for that activity.
2. *Maximum Number of days for Exposition Licenses.* Currently, the Town Code lacks clarity on the number of days a party may operate under this license – thus a person could, theoretically, get an Exposition License for a business operation until it conflicts with the use permits established in the Land Development Regulations. This confluence occurs because the activities for Exposition Licenses are issued (expositions, bazaars, outdoor/indoor markets, etc.) are types of uses of land, taking place on *private* property where the LDRs apply. The result of the Code’s silence on a maximum number of days for which an Exposition License may be issued creates regulatory ambiguity for staff and the public (i.e., when is a person required to obtain a use permit versus an Exposition License?), and also adds administrative burden to staff – staff processing multiple Exposition Licenses, when the annual General Business License (to accompany the use permit under the LDRs) is more appropriate.
 - Recommendation. Staff suggest a maximum number of days per year for Exposition Licenses. While the precise number is at the Council’s direction, staff recommend 15 days per calendar year based on **i)** the Finance Department’s experience with the community’s use/need of these licenses and **ii)** the Planning Department’s advice on when a land use begins to cross into a timeframe more appropriate for evaluation as a temporary use (e.g., for the neighbors immediately adjacent to the use, the traffic pattern generated, the general impact on nearby areas/properties).
3. *Fee Mitigation for Profit v. Non-Profit Applicants.* The Town Code applies a different fee for the Exposition License for nonprofit and for-profit applicants. Currently, that distinction is made by requiring the applicant to provide proof of their nonprofit status and evidencing that 75% of the net profits of the exposition, bazaar, market, etc. will be retained by the nonprofit organization benefiting from it. However, numerous applicants that are nonprofits have for-profit organizations/businesses as vendors at the event. An example of this includes the farmers market, which gets a nonprofit license, but which involved almost exclusively for-profit vendors.
 - Recommendation. Staff recommends option two below. on this policy issue, and have set out options for the Council. The administrative burden on Town staff is unimpacted by the applicant’s corporate status; whether the applicant is a for-profit or nonprofit, the staff time to process and issue an Exposition License is the same. Options for the Council to consider include:
 - **Option 1:** Remove the distinction and apply a uniform fee. This recognizes that fees are collected for the purpose of recouping the cost of administration, and administering licenses does not vary with the type of entity applying.
 - **Option 2:** Leave the distinction, apply the for-profit fee when the participants are for-profit entities no matter the applicant’s status. This highlights that nonprofit and for-profit entities are different in the community, while recognizing an *applicant’s* status is not the sole determining factor for the fee, rather the status of vendors at the exposition is more relevant.

- **Option 3:** Leave the Distinction, apply the nonprofit fee if a nonprofit entity is the formal applicant, no matter the vendors' status. This would retain the status quo.

C. *Technical Update.* Legal staff also took this opportunity to improve some structural, grammatical, and technical aspects of Title 5 generally.

Title 9

As noted above, there have been a few incidents of people defacing public property in the news recently, and legal staff used this Code update as an opportunity to improve provisions of Title 9 (Public Peace, Morals, and Welfare) relevant to this type of activity.

- A. *Addition of Language.* While Title 9 already prohibited defacing, injuring, interfering with, tampering with, removing, displacing, or destroying any public property, legal staff added the verbs "disfigure, cut, write-on, mark, and paint" as prohibited as well.
- B. *Technical Update.* Legal staff also took this opportunity to improve the structure of 9.52.060 generally – i.e., deleting introduction clauses, repeated terms, improving grammar.

Possible Alternatives.

The Council could:

- Not update Titles 5 and/or 9 at this time.
- Alter the draft language (when provided) in this staff report.

Comprehensive Plan & Priority Alignment.

Section 8.1 and 8.2: Timely, efficiently, and safely deliver quality services and facilities in a fiscally responsible and coordinated manner.

Fiscal Impact.

Revenue: If undertaken, the Code updates described in this staff report would have de minimus revenue impacts, which derive from potential adjustments to business licensing and administrative practices and workload.

Expense: If Council approves ordinances in the future, the expense of this item is solely associated with the cost of the ordinance itself.

- The Town of Jackson contracts with the company MuniCode to host the Jackson Municipal Code and process changes enacted by the Council. The supplement service to codify new ordinances costs \$3,000 annually and does not fluctuate with the number of ordinances enacted by the 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.

The staff impact of this item is considerable. The Legal Department invested, approximately, 40 hours on this item, including legal research, Code review, staff report drafting, and coordinating with the Building & Planning and Finance Departments (approximately 8 hours of their time).

Attachments or Links.

None.

Suggested Motion.

I move to direct staff to place ordinances effectuating the policy decisions of the Council on a future Council agenda for first reading.

STAFF REPORT



Meeting Date:	November 17, 2025	Meeting Title:	Workshop
Submitting Department:	Administration	Presenter:	Tyler Sinclair
Agenda Item:	Center Management Inc. (CMI) funding request for Capital Improvements	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Town Council to consider a funding request from CMI Inc. for capital improvements at the Town owned Snow King Sports and Event Center (ice rink portion).

Requested Action.

For Council to consider approval of \$1,198,152 in project funding.

Recommendations.

Staff recommend continuing the consideration until the review and approval of the Fiscal Year 2027 budget which begins in April and concludes in June.

Background.

At the September 16, 2024, Regular Town Council meeting pursuant to the lease agreement between the Town of Jackson and CMI, Council approved a request by CMI to begin design and initiate a capital fundraising campaign for improvements to the Town-owned Snow King Sports and Event Center.

The Town-owned Snow King Sports and Event Center was constructed in 1992 through a partnership between the Town, State, and local skating community. Since 2011, Center Management Inc. (CMI) has operated the facility through a lease agreement with the Town. The lease agreement generally requires CMI to take care of all day-to-day operations and low-level maintenance and repairs, while the Town is responsible for significant repair and maintenance of the building. Regarding capital additions and alterations, the lease states as follows:

14.b. Tenant shall make no alterations in or additions to the Leased Premises without first obtaining the express written consent of the Landlord (which consent shall not be unreasonably withheld) and all additions or improvements made by Tenant shall be deemed a part of the Leased Premises and permanent structure thereon and shall remain upon and be surrendered with the Leased Premises at the termination of this Lease by lapse of time or otherwise.

CMI has identified two operational challenges, along with proposed improvements, to address with the facility as follows:

1. Locker Rooms/Showers
 - Challenge: With an increased number of users and programs, especially in female programs (over 90) the existing 3.5 locker rooms with shared showers no longer meet participant privacy and safety needs
 - Improvement: Construct 2 new locker rooms with dedicated showers and bathrooms
2. Grandstands
 - Challenge: Age of, condition of, and temporary nature of the grandstands, along with inadequacy of the amount of spectator seating
 - Improvement: Construct new permanent grandstands with new locker rooms beneath

Over the past 9 months CMI has worked with Nelson Engineering and Hoyt Architects to develop plans and cost estimates for the requested improvements. CMI recommends that the Town consider moving forward with option 2 which locates 2 new locker rooms to the south of the existing grandstands and replacement of the existing grandstands

with an estimated construction cost of \$1.2m and a total project cost of \$1.7m. Please see the attached CMI request for further description and justification on the proposal.

To date CMI has fundraised approximately \$465,000.00 for the project in addition to paying for all design work and cost estimating for the proposal. With a total project cost of approximately \$1.7m that would leave the cost sharing request as follows:

- CMI - \$465,999 – 28%
- Town of Jackson - \$1.2m – 72%

The current lease agreement between the Town and CMI was executed in 2022 and runs through 2031. CMI will pay the Town \$35,689 in FY26 in annual lease payments. Rent increases annually by the Wyoming Cost of Living Index (WCLI) for Teton County as provided by the State of Wyoming, Economic Analysis Division. Currently annual lease payments are placed in the General Fund.

Analysis & Key Policy Questions.

Town staff concur that the proposed improvements are necessary, warranted due to the age of the facility, increased usage and changing expectations regarding user and spectator experience.

The Town does not have a separate Snow King Center operations and maintenance fund. Capital requests for the facility are requested through the annual budget process and compete with other Town capital projects. Improvements listed in the Town 5-year Capital Improvement Plan (CIP) for the facility include the following:

	<u>FY2027</u>	<u>FY2028</u>	<u>FY2029</u>	<u>FY2030</u>	<u>Total</u>
New Roof (Ski Club, 3 Phases)			350,000	650,000	1,000,000
Control For Riser Room	10,000				10,000
New Wet Fire System		175,000			175,000
Ski Area Flooring			55,000		55,000
Emergency East Egrees Snow Roof			400,000		400,000
Replace Elevator			136,000		136,000
Total	<u>10,000</u>	<u>175,000</u>	<u>941,000</u>	<u>650,000</u>	<u>1,776,000</u>

Capital improvements at the facility are typically funded through the Town Capital Projects Fund, which is an annual transfer of half of the 5th cent of Sales Tax revenue. The amount of transfer in FY26 is estimated at \$5.7M. The projected Capital Fund balance on June 30, 2026 is estimated to be \$8.0M. The Capital Projects Fund balance is used to fund future capital projects, unexpected capital costs or project overruns including Gregory Lane, etc. during the fiscal year.

Staff have identified the following options for funding the project.

- Use of the Capital Fund – estimated June 30, 2026 balance \$8.0M
- Use of the General Fund (Discretionary) – estimated June 30, 2026 balance \$6.0M

Staff and CMI have researched potential other grants and loans options for the project, but none have been identified to date.

Staff and CMI have also discussed utilizing the CMI lease payments to repay the Capital fund, with an estimated 35-year repayment schedule based upon an annual lease payment of \$35,000. The Town currently utilizes the lease payments to offset annual repair and maintenance (approximately \$118,000) for the facility not for capital.

Key Policy Question: *How would Council like to proceed with the request?*

Possible Alternatives.

Possible alternatives as discussed above include the following:

- Continue the request and direct staff to include it in the FY27 annual budget request for consideration by Council
- Direct staff to bring back a budget amendment in the amount of \$1.2m for the Town portion of the project from the Capital Fund
- Direct staff to bring back a budget amendment in the amount of \$1.2m for the Town portion of the project from the General Fund
- Consider phasing the project (locker rooms only) in combination with the alternatives above
- Take no action on the request
- Other

Comprehensive Plan & Priority Alignment.

Section 8.1 and 8.2: Timely, efficiently, and safely deliver quality services and facilities in a fiscally responsible and coordinated manner.

Fiscal Impact.

See the discussion above.

Staff Impact.

The staff impact on this item to date is approximately 4 hours.

Attachments or Links.

CMI Inc. Presentation

Suggested Motion.

I move to direct staff to include \$1.2m from the Capital Projects Fund for improvements to the Snow King Sports and Event Center as described in this report in the Fiscal Year 2027 annual budget request for consideration by Council.

Snow King Center: Final Plan for Locker Room and Grandstand Improvements



Center Management, Inc.

501-c-3 Operator of SKSEC

Mac Munro, GM

John Valiante, Director

Andrew Brigham, Director

Steve Sullivan, Director

Ann-Ferrell Millham, Director

Bob Grady, Director

August, 2025

Background

- Town of Jackson (Town) owns Snow King Sports and Events Center (SKSEC), and non-profit CMI operates SKSEC
 - Center built in 1992 to replace aging Ski Shelter
 - JH Skating community donated approximately \$800 thousand to Town
 - ToJ initially invested approximately \$800 thousand
 - Wyoming SLIB loaned approximately \$1.5+ million
 - Center opened in 1993 and operated by Snow King Resort
- Thus, a community partnership—Skating community, SK Resort and Town of Jackson—created the Center over 30 years ago



Background

- Since 2011, CMI has operated the Town's facility
 - CMI has **raised over \$500 thousand** in private grants, donations, and sponsorships to support improvements & operations
 - CMI worked closely with the Town through the Covid closure period which seriously undermined the Center's (and CMI's) economics
 - Since opening in 1993, Town of Jackson has **invested more than \$3 million in improvements and maintenance**—new floor, compressors, boards, flooring, etc
 - In 2022, CMI operating lease extended with two additional 3-year options through 2031
- Thus, despite challenging operating conditions, CMI has successfully operated a major Town recreational asset for over 14 years at minimal expense to the Town.

SKSEC Importance

- Center annually serves many people in our community
 - Over 550 regular youth hockey players and figure skaters
 - Over 400 adult public and recreation hockey league skaters
 - Special programs for adaptive skaters, Hispanic family events
 - JH Moose games with 1,000 or more spectators per game
 - The Center has become a major sports hub on winter weekends
- Center brings economic benefits to our community
 - Hockey tournaments with visiting teams and families enjoying Town amenities and attendant sales taxes
 - Moose opponent lodging, meals, recreation
 - CMI teams handle most routine maintenance of the Center, while CMI lease payments offset any of the Town's direct costs



Operational challenges

- As Center utilization has increased, two operational challenges have emerged:
 - 1) **Locker room/shower room limitations**—with the increase in skaters, especially over 90 female hockey players, the existing locker rooms with original Jack & Jill common showers no longer suit skaters' privacy and safety needs.
 - 2) **Temporary bleacher limitations on spectator experience**—with the success of our youth hockey teams, the high attendance at the hockey tournaments hosted here and the popularity of the JH Moose events, the existing almost 20-year-old bleachers need to be replaced.

Considerations

- Skaters' **safety and privacy** has become a serious **challenge** for the Center
 - The frequency of unexpected and **inappropriate male/female locker room encounters** has increased
 - **Town and CMI legal exposure** has risen as parents have reported these incidents, common knowledge in the community
 - **Existing locker rooms cannot easily be restructured** to limit or prevent these incidents
 - So, easily **accommodating skaters' safety and privacy needs are not possible** within the existing building or with new procedures
 - Most **other community ice rinks** we use (Sun Valley, Casper, Bozeman, et al) have dedicated shower/bath and locker rooms and **do not face this problem**



Considerations

- Bleacher limitations may not be as serious, but the current **temporary bleachers will soon require replacement**
 - Existing temporary **bleachers are almost 20 years old** and in need of frequent maintenance and repairs
 - New grandstand seating could **increase seating capacity by 15-20% (600+ seats)** while improving spectator sightlines above the glass
 - New seating with special seating areas and other features will **enhance the spectator viewing experience**
 - Most community ice rinks we use (as above) have **permanent grandstands with more expansive seating** than SKSEC
- Updated current design (below) provides for **new grandstand seating with two new locker rooms, dedicated bathrooms and showers and spectator viewing area** on the the south side of the grandstands.

Project Concept

Final Improvement Plan

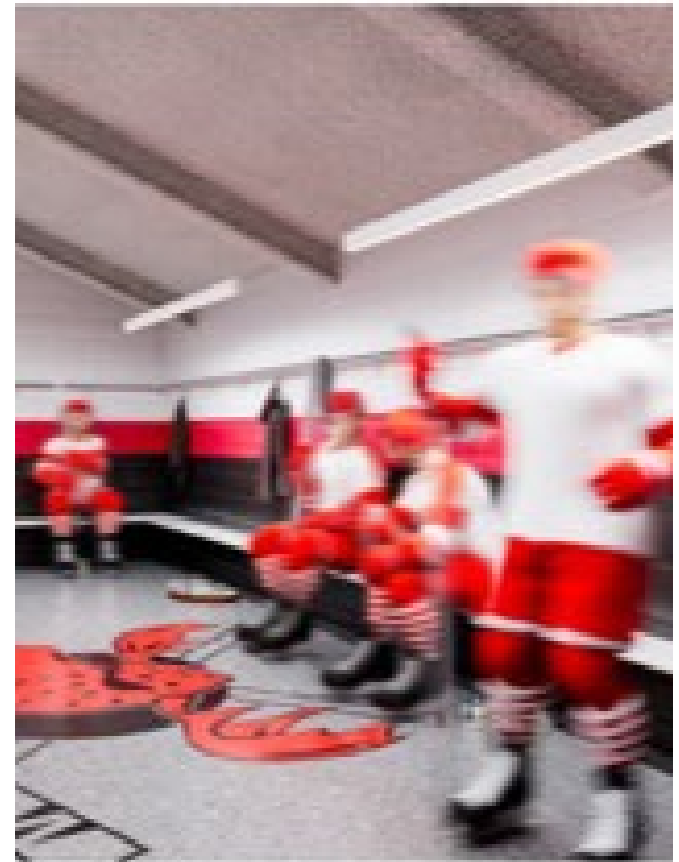
- Over the last nine months, CMI has:
 - Hired **Nelson Engineering and Hoyt Architects** to develop alternative plans for the Locker Rooms, Bathrooms and Bleacher improvements:
 - Option 1: Locker Rooms and Bathrooms under the Grandstands
 - Option 2: Locker Rooms and Bathrooms separate from Grandstands on the south side
 - Developed **cost estimates** for both options:
 - Option 1: \$1.8 million construction costs, over \$2 million total
 - Option 2: \$1.2 million construction costs, \$1.7 million total
 - Recommended to the Town that we **proceed with Option 2**, with the following advantages:
 - **Lower cost: \$1.2m vs \$1.8m construction costs**
 - **Faster construction**
 - Less disruption to operations
 - Primary disadvantage: we give up space at the south end of the grandstands, currently a shooting practice area

Proposed Funding

- In preliminary discussions with the Town, we estimate the total project costs of almost \$1.7m will be split as shown below, with:
 - CMI funding \$465 thousand (28%)
 - Town funding \$1.2 million (72%)

Summary

- There is an urgent need for the Town-owned SKSEC to address:
 - Locker room limitations
 - Temporary bleacher replacement
- As in 1992, the Skating Community and CMI has proposed to donate up to \$500 thousand
 - CMI has received pledges for over \$450,000, with additional prospects as needed
- We now seek Town consideration of and final commitment to the project.



STAFF REPORT



Meeting Date:	November 17, 2025	Meeting Title:	Town Council Workshop
Submitting Department:	Planning Department	Presenter:	Ryan Hostetter
Agenda Item:	Natural Resource Overlay (NRO) Sec. 5.2.1, 5.2.2, & 8.2.2, Waterbody and Wetland Protection Standards Sec. 5.1.1, Wildlife Friendly Fencing 5.1.2 LDR Amendments Workshop	Public Comment:	Yes

Purpose & Policy Considerations.

During the May 19, 2025 Joint Meeting, the Town Council and Board of County Commissioners approved the 2025 Joint Long Range Planning Workplan. This Workplan included updates to the Town's Natural Resources Overlay (NRO) and other Land Development Regulation (LDR) sections relevant to environmental resources, such as, Waterbody and Wetland standards and Wildlife Friendly Fencing.

This workshop item is an introduction to these LDR sections for review by the Town Council prior to proceeding with formal redline drafting and release for public comment.

Requested Action.

Planning staff request initial policy-level feedback from the Town Council on amendments to the following LDR sections:

Section 5.2.1, 5.2.2, and 8.2.2 – Natural Resource Overlay, Habitat Mitigation, and Environmental Analysis process: Staff recommends revising these sections in entirety and replacement with updated language supporting Teton County's recently adopted three-tiered habitat map and process with mitigation standards tailored to the Town's needs.

Sections 5.1.1– Waterbody and Wetland Buffers: Staff recommends updating and modernizing this section to be consistent with the County's amendments, while tailoring the section's standards to address the Town's needs. Staff recommends maintaining the existing waterbody buffer distances within Town.

Section 5.1.2 – Wildlife Friendly Fencing: Staff recommends updating this section based on new guidance from wildlife professionals and industry experts, and amending the regulations to the geographic areas within Town that are most needed.

Recommendation.

This is an informational item. Staff will present background and information on the tiered NRO prior to initiating the formal public hearing process.

Background.

This project aims to better maintain and protect the health of key native species through the introduction of an *updated* Natural Resources Overlay (NRO) and corresponding Land Development Regulations (LDRs). The current NRO includes one layer on the Town of Jackson zoning map that defines whether a property is "in" or

“out” of the NRO which is considered a “zoning overlay.” The newly updated NRO introduces three levels of protection (Base, Mid, and High) based on a County-wide defined focal species habitat mapping process that was completed prior to 2018. This habitat mapping was thoroughly vetted by an expert panel of environmental professionals known as the Natural Resources Technical Advisory Body (NRTAB). While NRTAB has not been convened since the work was presented in 2018, their work remains valid and was utilized to inform the updated County NRO tiers. The proposed Tiers would replace the current NRO that has no habitat tiers (i.e., you are either in or out of the NRO). The primary difference between the Town’s current single NRO overlay and the proposed tiered system is that the tiered system is intended to provide the greatest level of analysis and protection to properties with the most valuable natural resources present and a streamlined process for properties with fewer and less valuable natural resources present.

The Joint Teton County and Town of Jackson Comprehensive Plan calls for tiers of habitat protection and habitat analysis based on the relative value of the habitat. Following is an excerpt from the Comprehensive Plan:

Chapter 1. Stewardship of Wildlife,
Natural Resources and Scenery

Maintain healthy populations of all native species and preserve the ability of future generations to enjoy the quality natural, scenic, and agricultural resources that largely define

Principle 1.1—Maintain healthy populations of all native species. For future generations to enjoy the ecosystem that exists today the community must manage our impacts to wildlife, wildlife habitat, and wildlife movement corridors on private and public land. The prevalence of wildlife that is central to our ecological, social, and economic character requires an intact ecosystem that supports all native species. Therefore, efforts to protect wildlife must extend to all native species.

Policy 1.1.a: Protect focal species habitat based on relative critical value

Protecting wildlife requires protecting wildlife habitat and wildlife movement corridors. Our Natural Resource Overlay (NRO) protects wildlife habitat and wildlife movement corridors, will consider the importance and abundance of habitat types, and will be based on a set of focal species that indicate the health of all native species including culturally and economically significant species. The most abundant and visible wildlife species are not necessarily indicative of overall ecosystem health. Likewise, while a specific habitat type may be important, it may also be abundant, and therefore, only relatively critical, while another important habitat may be declining and/or disappearing due to development and climate change, and is therefore, absolutely critical. As our NRO and other programs to protect wildlife habitat from the impacts of

Since 1994 elk, moose, mule deer, bald eagle, and trumpeter swan crucial winter habitat; elk and mule deer migration corridors; bald eagle and trumpeter swan nesting areas; and cutthroat trout spawning areas have defined the NRO and have been protected by the Town and County.

Until NRO definitions are updated to reflect the relative critical value of different habitat types for identified focal species, these previously identified habitats will continue to define the NRO and be protected using the best available science and data.

Policy 1.1.b: Protect wildlife from the impacts of development

The community is committed to protecting the wildlife, wildlife habitat, and wildlife movement corridors that exist on private land. Redundancy of different habitat types and movement corridors is important as wildlife adapts to a changing landscape and climate. However, it is necessary to respect the development rights of private property owners and the need for certain transportation network infrastructure. When such development occurs, it should be sized, located, and designed to avoid or limit impacts to wildlife.

A tiered system of protection should be established so that the most critical habitat and movement corridors (as defined by Policy 1.1.a) receive the highest level of protection and site-specific study. Applicable tiers of protection should respect property rights, previous approvals, and community-wide clustering efforts. For example, a stricter tier of protection will likely apply along the Snake River than would apply in downtown Jackson. Limits to impacts from development within each tier may address density, intensity, building size, location and consolidation of development, alteration of the natural landscape and wildlife permeability.

As a result of this direction from the Comprehensive Plan, amendments are proposed to multiple sections within the LDRs to achieve its policy objectives, which would supplement the proposed Tiered map as highlighted below.

Amendments Descriptions, Purposes, and Proposed Language.

Four sections of the Land Development Regulations are proposed for amendment to complement the proposed Tiered map. In addition, edits have been proposed to update other sections such as Waterbodies and Wetlands, Wildlife Friendly Fencing, and added language for habitat enhancement, restoration, and mitigation measures. Staff's preliminary suggested modifications to these sections are provided below.:

- **5.5.1 Waterbody and Wetland Protection Standards.**
 - Adding and clarifying definitions for perennial, intermittent, ephemeral streams and irrigation ditches
 - Clarifying river and stream definitions, including streamlining and removing language not pertinent to the Town (i.e. removal of "river" setbacks)
 - Maintaining existing stream setbacks in the Town and increasing the wetland setback from 30 to 50 feet
 - Updating what is not allowed within the buffer, including mowing of vegetation and storage of trash receptacles and snow storage.
 - Adding clarifying language for wetlands, and moving mitigation standards to LDR Section in 5.2.2
- **5.2 and 5.2.1 Natural Resources Overlay (NRO) Tiered Habitat Protection Standards**
 - Adding new purpose and intent sections for the Tiered NRO
 - Adding exemptions for the NRO Tiered map processes (agriculture, established building envelopes with a conservation easement, emergency work, projects with prior approvals)
 - Defining protected natural resources
 - Updating requirements to limit fragmentation of habitats where applicable.
 - Adding WY Game and Fish crucial range and Teton County/Town of Jackson suitable habitat layers in GIS
 - Updating and streamlining language related to protection of federal species, although basic requirements remain unchanged
 - Exempting requirements for properties in the Base Tier except where waterbodies or federally protected species are present
 - Adding development requirements for Mid (checklist required), and High Tiers (unless exempt, an EA is required similar to current process). Examples of these documents are attached.
- **5.2.2. Habitat Mitigation, Restoration and Enhancement**
 - Adding purpose, definition and applicability language
 - Updating requirements for amount and types of mitigation
 - Introducing new requirements for habitat mitigation plans and habitat mitigation monitoring reports
 - Introducing new habitat restoration standards
 - Introducing new habitat enhancement standards
- **8.2.2 Natural Resources Assessments**

- Updating Purpose, Intent, and Applicability sections
- Adding process requirements for each Tier (checklist, and environmental analysis)
- Introducing an adjustment process
- Adding a definition of a qualified environmental professional
- Introducing timeline and expiration requirements
- Adding process flow-charts

Exemptions: A topic of concern throughout the County process was exemptions from the new regulations. There are several exemptions proposed for small projects and projects with existing approvals. The Town LDRs include changes from the County LDRs due to the specific nature of the Town's different built environment (e.g., smaller lots, higher-density zoning), policy related to facilitating development within complete neighborhoods vs. in rural areas and streamlining process requirements for ease of use.

Analysis.

The current NRO (created in 1994) can be viewed within the Town and County GIS maps. While a major portion of the current NRO takes into account the wildlife migration corridors, crucial habitats, and waterways, it omits some areas that can be seen as holes on the map where the NRO does not currently apply, but the omitted areas contain high value habitat. In addition, the current NRO does not include the entire Town and County but only some portions. The proposed Tiered NRO however, takes an updated scientific approach to the overall values of the habitats; through a process completed within the Focal Species Habitat Mapping Project, the Tiered map defines the most valuable habitats within the Town and County. The Focal Species Habitat Mapping process weighted the habitats which led to what is seen in the updated Tiered NRO (the Town tiered map is attached to this staff report). The Tiers provide a landscape view to show where the most valuable habitats exist.

The current LDRs require an Environmental Analysis (EA) for all physical development within the NRO for development subject to Division 5.1 or 5.2, unless specifically exempted. The requirement for an EA is regardless of the location of the property within the NRO. Existing regulations contain far less criteria and guidance than is proposed within the revised, Tiered NRO process. A major change with the proposed amendment is that there are different processes for each Tier. Staff's proposed processes for each Tier are provided below:

Base Tier. The Base Tier process within the Town is proposed to be exempt from further environmental reviews, and no special process is required. The Base Tier contains the fewest number of habitats, and the more developed areas of the Town.

Mid Tier. The Mid Tier process is proposed to follow the Base Tier process used in the County with a checklist (unless the project qualifies for an exemption). When not exempt, staff reviews the checklist and verifies compliance with the environmental standards in Sec. 5.1 and 5.2. In order to review a checklist, staff would verify the information on the property, conduct a site visit if necessary, review and confirm any habitats including waterbodies and wetlands. In addition, staff would review updated Wildlife Friendly Fencing standards to ensure wildlife permeability to critical habitats for wintering or migration.

High Tier. The process for the High Tier is based on the current language from the NRO, and an environmental analysis would be required (unless exemption applies), sometimes with an alternatives analysis. The process is very similar to the current LDRs. Many of the existing properties within the current NRO fall within the High Tier,

and the High Tier includes additional properties that include water or crucial habitats, as mapped by the Focal Species Habitat Mapping process. Some edits are suggested within the process subsection of LDR Section 8.2 related to who can conduct an EA and minimum professional qualifications (rather than a list of consultants). This change was made in the County to provide more flexibility in choice of environmental professionals that can conduct the analysis.

Key Question.

There are no key questions at this time.

Public Comment.

Planning Staff will solicit public comment through the formal review process which allows community members time to review the proposed LDR language. There has however been significant collaboration with community experts, non profits, and agency staff to date with regards to formulating preliminary draft language. The County process additionally included significant outreach and collaboration which this process will build upon.

LDR Text Amendment Factors of Consideration.

Fiscal Impact.

A contract with EcoConnect Inc. is proposed based on time and materials needs but not to exceed \$15,120.00.

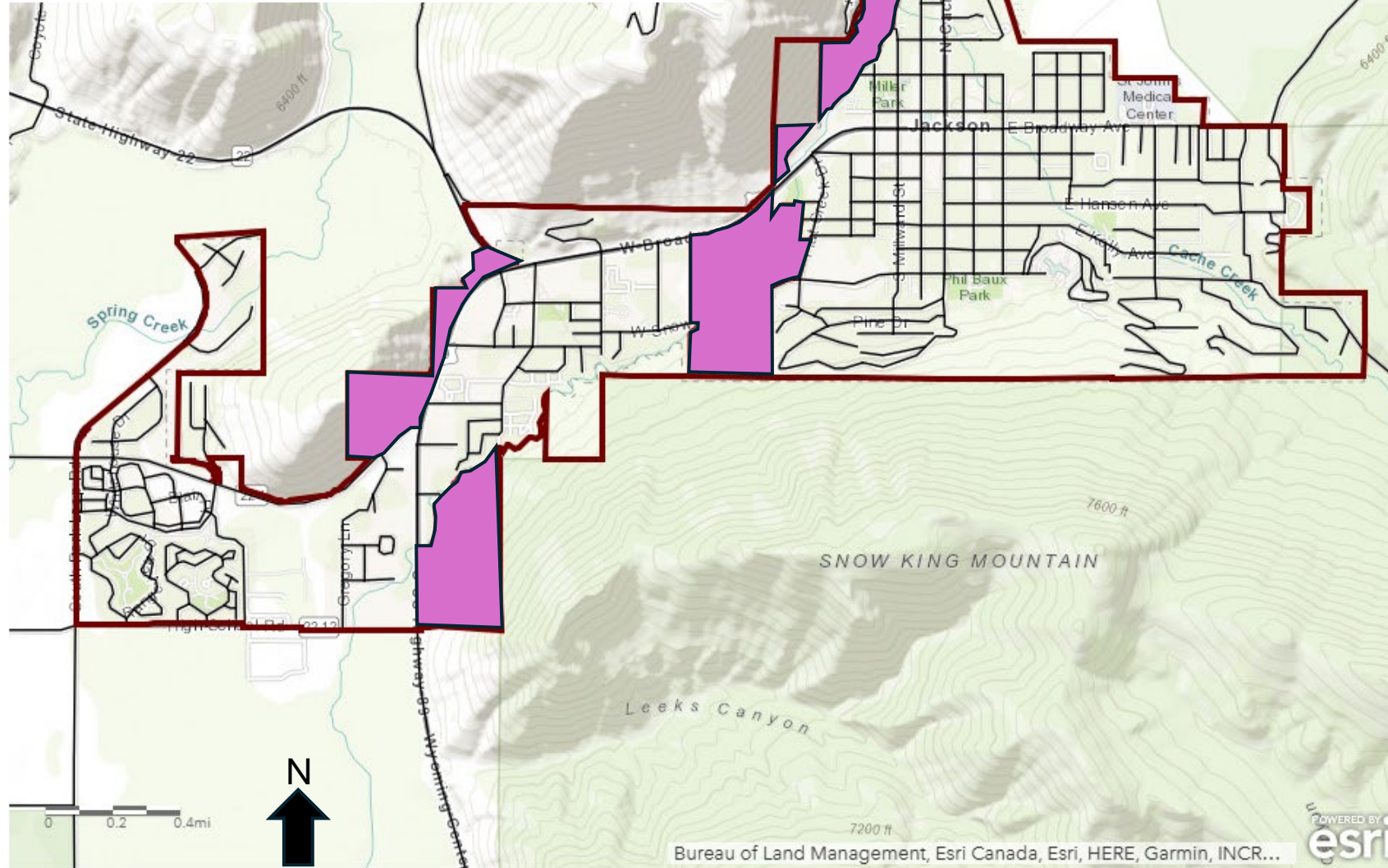
Staff Impact.

The amount of staff time dedicated to this effort within the Joint Long Range Planning Workplan is listed as to be determined, however staff anticipates approximately 200-300 hours for the year (combined staff).

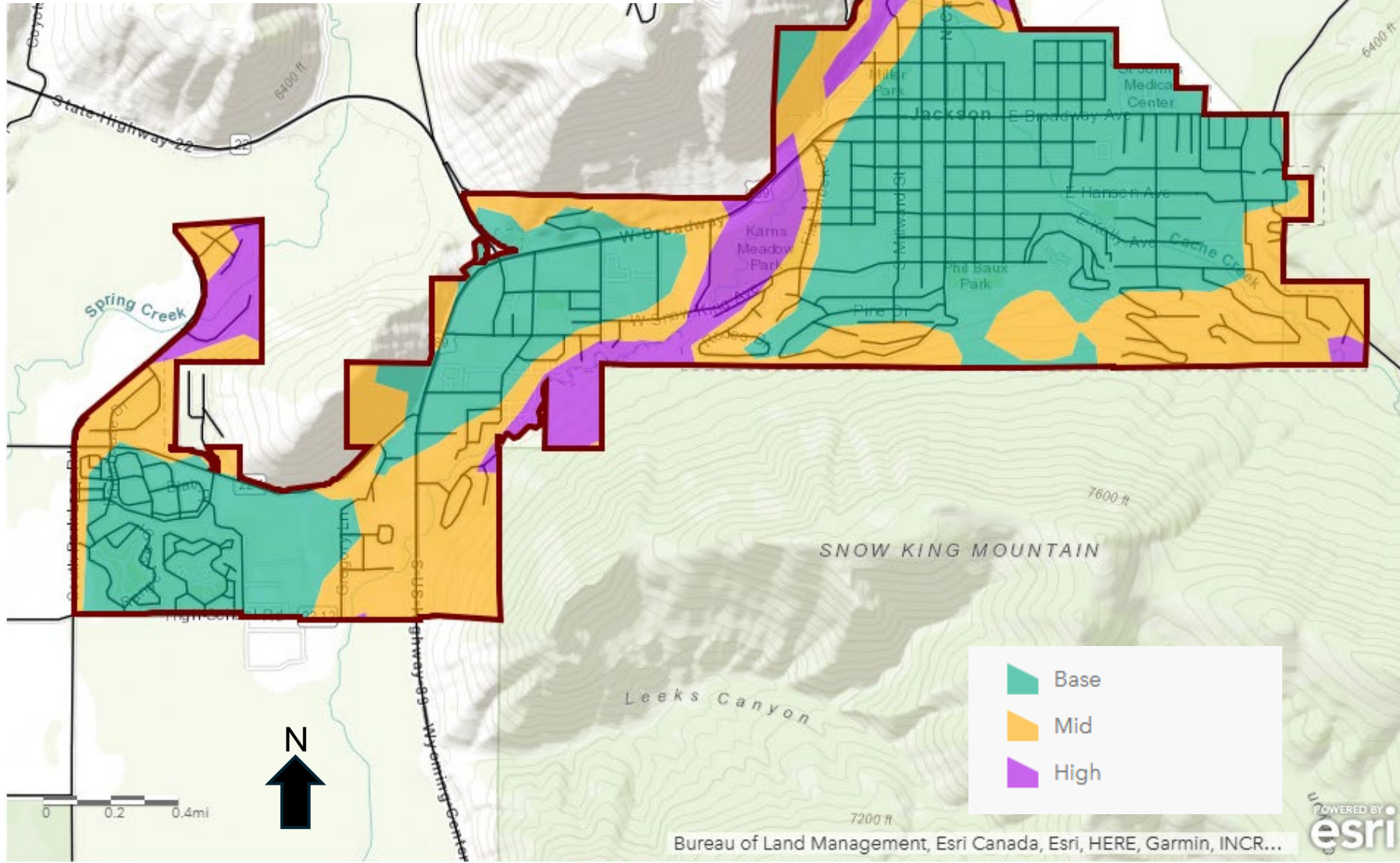
Suggested Motion.

None.

Town of Jackson Current Natural Resource Overlay (NRO)



Town of Jackson Tiered Natural Resource Overlay (NRO)



COUNCIL WORK & PRIORITY ITEMS 2025		
JANUARY	FEBRUARY	MARCH
TOWN MTGS.	TOWN MTGS.	TOWN MTGS.
Affordable Non-Residential Space Scoping Report	Parking Garage Fees	Karns Meadow Monitoring/Advisory Group
Council Appointment Process	Wildlife Feeding & Bear Resistant Trash Annual Update	User Fees from EV Charging
EBike Scoping Report	Policy Manual Update	Cemetery Service Level Standards
Public Art Plan	User Fees from EV Charging	RFP for Greenhouse Gas Inventory
JM	JM	JM
Transportation CIP	90 Virginian Lane Development Agreement	90 Virginian Lane Development Agreement
	Destination Management & Marketing Organization (DMMO)	Joint Powers Agreement Updates
	Fire/EMS JPA Process Schedule	Community Wildfire Mitigation (CWPP)
APRIL	MAY	JUNE
TOWN MTGS.	TOWN MTGS.	TOWN MTGS.
Scoping Related to LDRs (continued)	Scoping Related to LDRs	Stormwater Plan & Establishing Stormwater Utility
Legislature: WAM Update	Equity Task Force	Contract Award for Greenhouse Gas Inventory
JM	JM	JM
90 Virginian Lane	Fire/EMS Standards of Cover/Levels of Service	Safe Streets for All
Indicator Report	Fire/EMS Strategic Planning Including Housing Volunteers	90 Virginian Lane
Safe Streets for All	Housing Supply Plan & Work Plan	
	Joint Long Range Work Plan	
	Transportation Work Plan	
	90 Virginian Lane (Special Meeting)	

COUNCIL WORK PLAN CALENDAR 2025 (CONTINUED)		
JULY	AUGUST	SEPTEMBER
TOWN MTGS.	TOWN MTGS.	TOWN MTGS.
Sustainability Plan Update	Ecosystem Health Indicators-	Strategic Budgeting (Special Mtg.)
Strategic Comms Plan & Language Access	Public Art Allocation	Interim Parking Action Plan Update
		Fire/EMS Funding Options
JM	JM	JM
Joint Powers Agreement Timelines	Joint Powers Agreement Updates Fire/EMS & EM	Housing Supply Plan & Preservation Program
Transportation System Monitoring: Traffic Impact Study Update	E-Bike/Pathway Safety	
OCTOBER	NOVEMBER	DECEMBER
TOWN MTGS.	TOWN MTGS.	TOWN MTGS.
Strategic Budgeting-	Mobility Hubs	Strategic Budgeting
	Strategic Budgeting	Stormwater Plan & Establishing a Stormwater Utility
	Rodeo Grounds Lease	Develop Sworn Mounted Patrol Unit
		Legislative Approach
JM	JM	JM
	Joint Powers Agreement Updates Fire/EMS & EM	Fire/EMS Standards of Cover/Levels of Service
		Safe Streets for All

SHIFTS & CHANGES		SPECIAL MEETINGS
Transportation Work Plan moved from April to May—		Process of Updating Comp Plan
Strategic Comms Plan & Language Access moved from June to July		Long-term Strategic Vision/Plan Focused on Housing
E-Bike/Pathway Safety moved from June to August JM		Community Visioning Scoping/Check in
Public Art Allocation Moved from July to August		Create 21st Century Operating System
Adjust Management of Grand Targhee Grant Program removed, Council input not needed		
Interim Parking Action Plan moved from August to September		DURING BUDGETING PROCESS
Housing Supply Plan & Preservation Program moved from August to September		Staff Benefit Package Review
County Water/Wastewater Service Level Connections & Policy moved from May to Oct. to TBD		Grant Management Staff member or consultant
Transportation Impact Study and LDR amendment moved from June to TBD		
Fire/EMS Standards of Cover/Levels of Service moved from July to August JM to December		
Rodeo Grounds Lease moved from July to September to November		
5 Year Transit Strategic Development Plan moved from JM to TBD		
Snow King/Maple Way moved to TBD in 2026		
Town Employee Housing Strategy moved to TBD		
Legislative Approach moved from October to December		
Develop Sworn Mounted Patrol Unit moved from Sept. to Oct. to December		
Int'l Energy Conservation Building Code Update moved to TBD in '26 (based on ICC publishing date)		
Revaluation of 2:1 Workforce Housing Bonus moved from Oct. to Nov. to TBD		
Reimagining Special Events moved from November to TBD		
Updates to Title 13: Utilities moved from November to TBD		
Joint Powers Agreement Updates Parks & Rec moved from December to TBD		