



Board of County Commissioners - Staff Report

Meeting Date: Monday May 23rd, 2022

Presenter: Rachel Grimes, Fairgrounds Manager

Submitting Dept: General Services – Fair & Fairgrounds **Subject:** Fairgrounds Ground Lease Extension

Statement / Purpose:

Consideration of a 4-year lease extension with the Town of Jackson on the Teton County Fairgrounds Lease Agreement.

Background / Description (Pros & Cons):

Teton County has leased the property where the current Fairgrounds is located from the Town of Jackson since January of 2003. This lease agreement is set to expire on December 31st, 2026. On Monday May 2nd, the Teton County Board of County Commissioners (BCC) approved a letter of request and amendment to extend the lease for another 5 years, ending in December 2031.

The Jackson Town Council met on Monday, May 16th and approved an amendment for a 4-year lease extension, through December 2030. The Council indicated the reasoning behind extending the lease for 4 years rather than 5 was so that the terms of the agreement would match the terms of both the Rodeo Grounds Management Agreement (RGMA) and the Rodeo Concessionaire Agreement (RCA). Both of those agreements presently expire on December 31st, 2026.

The 4-year lease extension is presented today for BCC approval.

Stakeholder Analysis & Involvement:

Stakeholders include the Town of Jackson, Teton County, the Rodeo Concessionaire, the Teton County Fair Board & Fair, Teton County 4-H, all special event organizers, community members and visitors who use and enjoy Fairgrounds facilities and events throughout the year. This lease extension will ensure that western heritage and agricultural events, uses, and programs will continue in our community.

Fiscal Impact: Per the agreement, the County will pay the Town \$100 per year for each year throughout the term of the agreement, payable on the first lease day of each lease year.

Staff Impact: Normal, year-round operations of the Fairgrounds will continue business-as-usual.

Legal Review: Gingery

Staff Input / Recommendation: Staff recommends approval of the 4-year lease extension.

Attachments:

Letter of Request for an Extension to the Fairgrounds Lease Agreement
Teton County Fair Grounds Lease Agreement
First Amendment to Teton County Fair Grounds Lease Agreement

Suggested Motion:

I move to approve the First Amendment to the Teton County Fair Grounds Lease Agreement, extending the lease term for an additional four (4) years, to December 31, 2030.



BOARD OF COMMISSIONERS

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

May 2, 2022

Town of Jackson
PO Box 1687
Jackson, WY 83001
electedofficials@townofjackson.com

Re: Request for an Extension to the Fairgrounds Lease Agreement

Dear Mayor Levinson and Jackson Town Council:

Teton County and the Town of Jackson entered into the Teton County Fair Grounds Lease Agreement in 2003 allowing Teton County to lease land owned by the Town of Jackson for a term from January 1, 2003 through December 31, 2026.

The Fairgrounds & Events Complex is the pillar of our western history and heritage and provides residents and visitors with a gathering place to recreate, socialize, compete, and be entertained. There have been discussions recently on the future of this parcel of land and the best of use of this property for the people of this community. These discussions and possible solutions may take a few years to discuss and resolve. The Teton County Board of County Commissioners is committed to assisting in these conversations with the Jackson Town Council to determine the best use of their property.

In the meantime, the Teton County Board of County Commissioners (BCC) respectfully requests that the Town of Jackson grant a five (5) year extension beyond the current expiration date of December 31, 2026, thus providing a new expiration date of December 31, 2031. We believe that the 5 year extension will allow for a more robust discussion and allows for the community to not feel rushed to reach conclusions or determinations without the benefit of fully investigating and vetting all options.

We have attached the First Amendment to the Lease that allows for the 5-year extension. Teton County respectfully requests that the Jackson Town Council approve the attached First Amendment prior to discussions beginning regarding the use of the Special Excise Tax (SPET).



BOARD OF COMMISSIONERS

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

Thank you for your consideration on this matter and we look forward to hearing from you.

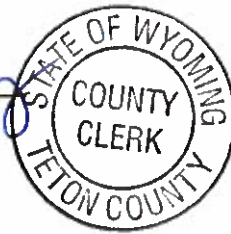
Sincerely,

A handwritten signature in blue ink that reads "Luther Propst" over a horizontal line.

Luther Propst, Vice-Chair
Teton County Board of County Commissioners

A handwritten signature in blue ink that reads "Maureen E. Murphy" over a horizontal line.

Attest: Maureen E. Murphy
Teton County Clerk



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 ____ 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 five (5) years to December 31, 2031.

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, 2031.
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 2 day of May, 2022.

TETON COUNTY, WYOMING



Luther Propst, Vice-Chairman

Attest:


Maureen E. Murphy, Teton County Clerk



TOWN OF JACKSON

Hailey Morton Levinson, Mayor

Attest:

Riley Taylor, Town Clerk

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 8681383 dt 514 pg 851-862 Filed at 12:24 on 07/18/03
 Sherry L. Delisle, Teton County Clerk fees: 41.00
 By KARI D. HATHORN Deputy

TETON COUNTY FAIR GROUNDS LEASE AGREEMENT

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

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

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:

LESSEE: .

TETON COUNTY FAIR BOARD

Date: July 17, 2003

BY: William B. Cady

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



Lease Description

Part of the SE $\frac{1}{4}$ NB $\frac{1}{4}$ and SW $\frac{1}{4}$ NB $\frac{1}{4}$ 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 thereof;

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.

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TETON COUNTY, WYOMING

Luther Propst, Vice-Chairman

Attest:

Maureen E. Murphy, Teton County Clerk

TOWN OF JACKSON

Hailey Morton Levinson, Mayor

Attest:

Riley Taylor, Town Clerk