Jackson Town Council Regular Meeting

February 22, 2022
6:00 PM
Town Council Chambers

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

A. To join, click the link or copy to your browser: https://us02web.zoom.us/j/86130850500?pwd=bjlLNGlsazFsaWlpendFM2VGWUVuQT09
If the link does not work, join at zoom.com with Webinar ID **861 3085 0500** Password: **83001**
or join by phone **+1 253 215 8782** with Webinar ID **861 3085 0500** and Passcode: **83001**

II. OPENING

A. Call to Order and Roll Call

B. Pledge of Allegiance

C. Announcements/Proclamations

III. PUBLIC COMMENT

This section is reserved for comments on items that are not otherwise included in this agenda. Public comment is limited to 3 minutes. As a general practice, the Council will not hold discussion or debate these items. Nor will they make decisions on items presented during this time, but rather refer to staff for follow-up. If you would like to speak to the Council during the meeting, please address them during this open public comment, when public comment is called on a specific agenda item, or send an email to *Council@jacksonwy.gov*.

IV. CONSENT CALENDAR

All matters listed in this section are considered to be of routine nature by the governing body and will be enacted in one motion, unless it is removed from the consent calendar and considered separately by Council. Public comment may be given on any item.

A. Meeting Minutes

1. January 31, 2022 special meeting/retreat
2. February 1, 2022 special meeting/retreat
3. February 7, 2022 regular meeting

B. Disbursements

C. Bid 22-08 Rancher St.

D. Bid 22-10 Spring Patching

E. P22-004 Temporary Sign Permit CLIMB WY

F. P22-006 Temporary Sign Permit Winter Market

G. Special Event: World Championship Snowmobile Hill Climb

H. Special Event: Rendezvous Spring Festival

V. PUBLIC HEARINGS, DISCUSSION AND/OR POSSIBLE ACTION ITEMS

A. Administration

Please note that at any point during the meeting, the Mayor and Council 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.

1. Snow King Center Lease Agreements (Larry Pardee)
2. Council Salary Review (Roxanne Robinson)
3. Stage Stop Lease with Chamber of Commerce (Roxanne Robinson)
4. 2022 Liquor License Annual Renewals (Lynsey Lenamond)
5. Roadhouse Microbrewery License Annual Renewal (Lynsey Lenamond)
6. SRB Operations LLC dba Jackson Hole Pub & Brewery Snake River Brewing Restaurant License Annual Renewal (Lynsey Lenamond)

B. Planning

1. **P21-320:** Request for a Land Development Regulation (LDR) Text Amendment to Change the Minimum Lot Size in Rural District from 12,000 sf to 35 acres in Se. 3.3.1.D. (Paul Anthony)
2. **P21-336:** Request for a Land Development Regulation (LDR) Text Amendment to Limit the Height of Attached Dwellings in the NM-2 District and NH-1 District to 26'-30' and 2 stories (Paul Anthony)

C. Police Department

1. N. Hwy 89 Transitional Speed Limit (Michelle Weber and Floren Poliseo)

VI. RESOLUTIONS

A. **Resolution #22-03:** ARPA Airport Grant (Riley Taylor)

B. **Resolution #22-04:** FFA Grant Transfer (Riley Taylor)

C. **Resolution #22-05:** Equity Task Force (Susan Scarlata)

D. **Resolution #22-06:** A Resolution Adopting Town of Jackson Street Schedule

VII. ORDINANCES

A. **Ordinance C:** Definition of Family (presented for first reading, Tyler Sinclair)

B. **Ordinance D:** Board Appointments (presented for second reading, Lea Colasuonno)

VIII. MATTERS FROM MAYOR AND COUNCIL

A. Equity Task Force Appointments

B. Board and Commission Reports

IX. MATTERS FROM THE TOWN MANAGER

A. Town Manager's Report

X. ADJOURN

Please note that at any point during the meeting, the Mayor and Council 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.

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

JANUARY 31, 2022 **JACKSON, WYOMING**

The Jackson Town Council met in a special session in the Grand Room of Snow King Hotel located at 400 East Snow King Avenue in Jackson, at 9:32 A.M. This meeting was held in-person and through the Zoom platform. Upon roll call the following were found to be present:

TOWN COUNCIL: *In-person:* Mayor Hailey Morton Levinson, Arne Jorgensen, Jonathan Schechter, Jessica Sell Chambers, and Jim Rooks.

STAFF: Larry Pardee, Lea Colasuonno, Tyler Sinclair, Paul Anthony, Michelle Weber, Floren Poliseo, Tyler Sinclair, Bruce Abel, Steve Ashworth, April Norton, Michael Palazzolo, Kelly Thompson, Brian Schilling, Carl Pelletier, Tyler Valentine, Mike Moyer, Lynsey Lenamond, Susan Scarlata, and Riley Taylor.

FACILITATOR: Heather Bergmann with Peak Facilitation.

Welcome and Agenda Review. Heather Bergmann made opening remarks and reviewed the agenda.

Icebreaker. Heather Bergmann led a group exercise.

Update on Current Status of Council and Town Priorities. Larry Pardee made staff comment on the status of the six Council priorities from the 2021 Council retreat, as well as the ongoing Town priorities of housing, Town employee housing, ecosystem stewardship, and transportation. Council held discussion with staff. April Norton made staff comment.

Council recessed at 11:19 a.m. and reconvened at 11:31 a.m.

Council Priorities and Potential Initiatives List. Council reviewed its Work Plan and the Potential Initiatives List.

Checking in on Council Procedures and Agreements. Council reviewed and discussed the new system for tracking potential initiatives, the staff work plan, and their working agreements.

Council recessed for lunch at 12:34 p.m. and reconvened at 1:03 p.m. Councilmember Rooks rejoined at 1:12 p.m.

A Critical Priority for the Town: Retention, Support, and Recruitment of Staff. Larry Pardee made staff comment. Council held discussion with staff on the current state of Town staff morale, pay, and related issues, as well as the impact that attending to these issues will have on director capacity and the budget.

Director Updates. Department directors shared the top 3-5 important things their department is working on, above and beyond day-to-day service, that could involve Council in the coming year.

Council recessed at 2:39 p.m. and reconvened at 2:47 p.m.

Department updates continued.

Council recessed at 4:19 p.m. and reconvened at 4:31 p.m.

Dialogue with State Legislative Liaison Nick Agopian. Council held discussion with Nick Agopian regarding the legislative process and introduced current bills of interest.

Adjourn. Council recessed at 5:09 p.m.

TOWN OF JACKSON

ATTEST: _____
Hailey Morton Levinson, Mayor

_____
Riley Taylor, Town Clerk

minutes: rt
Publish JH News & Guide: February 9, 2022

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

FEBRUARY 1, 2022 **JACKSON, WYOMING**

The Jackson Town Council met in a special session in the Grand Room of Snow King Hotel located at 400 East Snow King Avenue in Jackson, at 9:40 A.M. This meeting was held in-person and through the Zoom platform. Upon roll call the following were found to be present:

TOWN COUNCIL: *In-person:* Mayor Hailey Morton Levinson, Arne Jorgensen, Jonathan Schechter, Jessica Sell Chambers, and Jim Rooks.

STAFF: Larry Pardee, Lea Colasuonno, Tyler Sinclair, Paul Anthony, Michelle Weber, Floren Poliseo, Tyler Valentine, Bruce Abel, Steve Ashworth, April Norton, Michael Palazzolo, Kelly Thompson, Carl Pelletier, Tyler Valentine, Lynsey Lenamond, Susan Scarlata, and Riley Taylor.

FACILITATOR: Heather Bergmann with Peak Facilitation.

Welcome and Icebreaker. Heather Bergmann and Mayor Morton Levinson made opening remarks. Heather Bergmann led an icebreaker exercise.

Strategic Considerations & Decision Tree About Future Funding of Local Government. Larry Pardee made staff comment on future funding, including the 7th cent, SPET, and joint funding. Council held discussion with staff.

Council recessed at 11:16 a.m. and reconvened at 11:27 a.m.

Items to Discuss at Joint Retreat. Larry Pardee and Tyle Sinclair made staff comment. Council shared and discussed suggestions they have regarding topics/ideas to discuss with Commissioners during upcoming joint information meetings and at the joint retreat on March 8.

Other Areas for Council Dialogue. Larry Pardee and Tyler Sinclair made staff comment. Council discussed adding and removing items from the work plan.

Adjourn. Council members provided parting thoughts. A motion was made by Jonathan Schechter and seconded by Jessica Sell Chambers to adjourn the meeting. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried. The meeting adjourned at 12:36 p.m.

TOWN OF JACKSON

_____

ATTEST: Hailey Morton Levinson, Mayor

_____

Riley Taylor, Town Clerk
minutes: rt
Publish JH News & Guide: February 9, 2022

TOWN COUNCIL PROCEEDINGS – UNAPPROVED

FEBRUARY 7, 2022 **JACKSON, WYOMING**

The Jackson Town Council met in regular session at 6:00 PM. This meeting was held virtually through the Zoom platform. Upon roll call, the following were found to be present:

TOWN COUNCIL: *In-person:* None. *Via Zoom:* Mayor Hailey Morton Levinson, Arne Jorgensen, Jonathan Schechter, Jessica Sell Chambers, and Jim Rooks.

STAFF: Larry Pardee, Roxanne Robinson, Lea Colasuonno, Tyler Sinclair, Paul Anthony, Floren Poliseo, April Norton, Kelly Thompson, Johnny Ziem, Tyler Valentine, Lynsey Lenamond, Riley Taylor, Russ Ruschill, and Brian Lenz.

Mayor Morton Levinson led those in attendance in the Pledge of Allegiance. A moment of silence was dedicated to Leland Christensen, former State Senator and Teton County Commissioner.

Public Comment. No public comment.

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

A. **Meeting Minutes.** To approve the meeting minutes as presented for the January 18, 2022 workshop, January 18, 2022 special meeting, January 18, 2022 regular meeting, January 24, 2022 special meeting, January 31, 2022 special workshop/retreat, and February 1, 2022 special workshop/retreat.

B. **Disbursements.** To approve disbursements as presented. 842-NCPERS GROUP WYOMING $192.00; ACE HARDWARE $834.72; AFLAC $2,501.18; AMAZON $626.59; AMERI-TECH EQUIPMENT CO INC. $564.00; APEX SAGE INC $3,535.57; AT&T $295.11; BARNETT, ALEXANDRA $500.00; BESTDRIVE IDAHO FALLS $13,716.76; BIG R RANCH & HOME $9.92; BMV LLC $49.18; BRIGGS, ERIC L $289.90; BUCKRAIL $700.00; CARQUEST AUTO PARTS INC. $780.41; CENTURYLINK $212.23; COMMUNITY ENTRY SERVICES $15,375.00; CONTROL SYSTEM TECHNOLOGY, INC. $1,500.00; CORE & MAIN LP $578.88; DEAN'S PEST CONTROL LLC $250.00; DEPATCO INC. $4,557.60; DIVISION OF CHILD SUPPORT ENFORCEMENT $1,018.46; E.R. OFFICE EXPRESS $5,857.66; ELECTRICAL WHSLE SUPPLY CO INC $4.56; ENERGY CONSERVATION WORKS $8,750.00; ENERGY LABORATORIES INC. $1,188.00; FERGUSON ENTERPRISES, INC $9.98; FIELD TRAINING SOLUTIONS $95.00; FIRE SERVICES OF IDAHO $13,530.58; FIRST TRANSIT $12,844.70; FLEETPRIDE $111.22; GFOA $460.00; GILLIG LLC $1,517.02; GM SHEET METAL LLC $630.00; GRAFIX SHOPPE INC. $3,008.66; GREENWAY PAINTING LLC $4,500.00; H&R ENTERPRISES $439.36; HACH CHEMICAL CO. $1,246.13; HD FOWLER COMPANY $1,005.48; HIGH COUNTRY LINEN $1,287.20; ICLEI- LOCAL GOV FOR SUSTAINABLILITY $1,200.00; IDAHO FALLS PETERBILT $205.14; INTERSTATE BATTERY $118.95; IVY OUTDOOR SERVICES LLC $100.00; JACKSON CURBSIDE INC. $3,790.00; JACKSON HOLE COMMUNITY HOUSING $12,500.00; JACKSON HOLE LAW, PC $3,003.00; JACKSON HOLE NEWS & GUIDE $8,237.48; JACKSON HOLE PUBLIC ART $8,964.00; JACKSON HOLE SECURITY, LLC $500.00; JACKSON LUMBER INC $76.26; JH20 WATER CONDITIONING & FILTRATION $58.00; JHAM, INC. $2,515.75; KOIS BROTHERS EQUIPMENT COMPANY $2,336.30; LEE, NANCY $44.98; LEGACY PHILANTHROPY WORKS $2,500.00; LENAMOND, LYNSEY $478.21; LEPCO $1,168.00; LONG BUILDING TECHNOLOGIES INC. $11,373.00; METROQUIP INC $1.00; MOHROR, SCOTT $751.31; MSC INDUSTRIAL SUPPLY CO $292.81; NAPA AUTO PARTS INC. $1,077.92; NATIONAL ASSOCIATION OF CLEAN WATER AGNC $750.00; NELSON ENGINEERING $4,693.50; NEW WEST BUILDING COMPANY INC. $23,000.00; ON SIGHT LAND SURVEYORS INC. $600.00; O'RYAN CLEANERS $134.33; PALINDROME STUDIO $150.00; PARDEE, LARRY $186.91; PELLETIER, CARL $299.88; POLLARDWATER.COM $3.20; PREMIER TRUCK- SALT LAKE CITY $4,854.99; PROTERRA $6,274.99; QUADIENT FINANCE USA, INV $2,000.00; QUICK BROWN FOX LLC $420.00; RAFTER J IMPROV/SERV DIST $146.43; RED'S AUTO GLASS, INC. $97.31; RHINEHART OIL CO, LLC $57,022.69; RINK-TEC INTERNATIONAL, INC $1,519.50; RON'S TOWING $175.00; ROTARY CLUB OF JACKSON HOLE $600.00; RYAN, JOHN $86.50; SAFETY SUPPLY & SIGN CO., INC. $1,663.24; SAGEBRUSH INVESTORS, LLC $20,840.00; SCHMILLEN, SCOTT $1,187.50; SCHOW'S TRUCK CENTER -$1,440.49; SIGN IT NOW INC $450.82; SILVERSTAR $6,342.00; SMITH, CHRISTIAN $100.00; SNAKE RIVER MEP COMPLETE, INC $12,418.50; SNAKE RIVER ROASTING $202.90; SNAKE RIVER SUPPLY, LLC $2,961.87; SOLV BUSINESS SOLUTIONS-SAFEGUARD $226.56; SPRING CREEK ANIMAL HOSPITAL $78.00; ST JOHN'S HOSPITAL $196.00; STANDARD DRYWALL, INC $3,145.00; STANDARD INSURANCE COMPANY $5,226.58; SWAGIT PRODUCTIONS, LLC $1,775.00; TETON COUNTY INTEGRATED SOLID WASTE/RECY $588.00; TETON COUNTY PLANNING & BUILDING $6,444.37; TETON COUNTY PUBLIC WORKS $25,440.75; TETON COUNTY SHERIFF-DISPATCH $3,373.25; TETON COUNTY SHERIFF'S-JAIL $432.00; TETON LANDING $12,800.00; TETON MOTORS INC $4,385.95; TETON MOUNTAIN RANCH $1,875.00; TETON TRASH REMOVAL, INC. $48.00; THE TIRE RACK, INC. $1,334.36; THOMPSON PALMER & ASSOCIATES $40,250.00; THOMSON WEST $911.73; TMSC LLC $25,414.90; TRANSIT TALENT LLC $115.00; TREFONAS LAW, P.C. $753.04; TREK BICYCLE CORPORATION $147.80; UPPER CASE PRINTING INK $2,796.80; US FOREST SERVICE $864.40; USA BLUE BOOK $2,826.46; VALLEY OFFICE SYSTEMS $465.42; VELOCITY EHS $2,899.00; VIRGINIAN VILLAGE CONDO HOA $2,160.00; VISA $39,102.76; WAM $1,275.00; WAMCAT $65.00; WATER ENVIRONMENT FEDERATION $2,000.00; WATKINS, MARK R $74.48; WATTS STEAM STORE ROCKY MT. INC $855.00; WESTBANK SANITATION $3,592.63; WESTERN CHARTERS AND TOURS, LLC $42,525.00; WESTERN STATE $3,422.73; WHITE GLOVE CLEANING, INC. $9,076.34; WHITE, AMANDA $72.32; WRENCH IT PLUMBING & HEATING INC $2,992.67; WY CHILD SUPPORT ENFORCEMENT $293.52; WYOMING LAW ENFORCEMENT $1,401.45; WYOMING SECRETARY OF STATE $60.00; WYOMING WATER QUALITY & POLLUTION CONTR $360.00; WY-TEST $160.00; Y2 CONSULTANTS, LLC $22,823.90; YELLOW IRON EXCAVATION, LLC $2,068.50

C. **January Municipal Court Report.** To accept the January Municipal Court Report into the record.

D. **P21-312 Temp Sign Permit Grizzley 399.** To approve temporary banner application (P21-312) for The Grizzly 399 Project, including the three conditions of approval recommended by the Planning Director in the staff report dated February 7, 2022.

E. **P21-325 Temp Sign Permit Pole Pedal Paddle.** To approve temporary banner application (P21-325) for The Karen Oatey Pole Pedal Paddle Event, including the three conditions of approval recommended by the Planning Director in the staff report dated February 7, 2022

F. **P21-326 Temp Sign Permit JH Downhill.** To approve temporary banner application (P21-326) for JH Ski & Snowboard Club Downhill Event, including the three conditions of approval recommended by the Planning Director in the staff report dated February 7, 2022.

G. **P21-330 Vacation of Condominium Plat 1308 at 177 N. Center Street.** To approve the vacation of Plat 1308 (P21-330) as recommended by the Planning Director in the staff report dated February 7, 2022.

H. **START Disposition of Surplus Vehicle.** To declare that START vehicles numbered 203, 272, 273 and 324 as further described in the staff report are surplus and are authorized for disposal in accordance with Town policy.

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

P21-307 Encroachment Agreement Addendum 175 S. Glenwood. Floren Poliseo and Lea Colasuonno made staff comment. Council held discussion with staff. Stephen King and Michael Bilger made public comment. A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to approve the First Amendment to the Encroachment Agreement between Arts District West, LLC and the Town of Jackson subject to approval and minor changes by the Town Attorney and Town Engineer. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried.

P21-316 Encroachment Agreement Anvil Hotel Deck. Brian Lenz made staff comment. Council held discussion with staff. A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to approve the Encroachment Agreement between the Town of Jackson and Anvil Hotel Partners, LLC, to allow the Encroaching Property, within the Town's West Gill Ave. public right-of-way, subject to the conditions of approval and minor changes by the Town Attorney and Town Engineer. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried.

Garden Level Space at 155 East Pearl. Roxanne Robinson made staff comment. Council held discussion with staff. A motion was made by Arne Jorgensen and seconded by Jessica Sell Chambers to direct staff to pursue option 1 Childcare, as that option is set forth in the staff report dated February 7, 2022, and direct staff to present a scoping staff report with an implementation plan for that option that includes staff and fiscal impact at a future Council meeting. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried.

Classification and Compensation Study Vendor Selection. Roxanne Robinson made staff comment. Council held discussion with staff. A motion was made by Jim Rooks and seconded by Jessica Sell Chambers to select Baker Tilly US, LLP for the Classification and Compensation Study and direct staff to negotiate a contract not to exceed $71,850 comprised of $68,860 for the work and $3000 for out of pocket expenses as presented in their Request for Proposals (RFP), prepare an award letter, and authorize the Mayor to execute a contract with Baker Tilly US, LLP on behalf of the Town of Jackson. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried.

New Low-Income Affordable Workforce Housing. April Norton, Kelly Thompson, and Larry Pardee made staff comment. Council held discussion with staff. Anne Olson made public comment. A motion was made by Arne Jorgensen and seconded by Jessica Sell Chambers to approve the draft Letter of Support for Flat Creek Apartments – New Low-income Affordable Workforce Housing Project, once amended by the Housing Director in accordance with Council discussion during this meeting, and to consider the use of the Town's General Fund Reserves for $1,250,000 should the requested CDBG funds not be awarded. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried.

Item P21-246: Final Plat 10 E Simpson. A motion was made by Jessica Sell Chambers and seconded by Jonathan Schechter to continue item P21-246 to the March 21, 2022, Town Council meeting. Mayor Morton Levinson called for the vote. Arne Jorgensen recused himself from the vote. The vote showed Morton Levinson, Schechter, Sell Chambers and Rooks in favor with Jorgensen recused. The motion carried.

Item P21-290: Development Plan 445 E Kelly. Tyler Valentine and April Norton made staff comment. Council held discussion with staff. A motion was made by Jim Rooks and seconded by Jorgensen to approve Development Plan (P21-290) for a future 6-lot subdivision for the properties located at 445 E. Kelly Avenue and the parcel to the north based upon the findings presented in the staff report, the departmental reviews, and subject to the condition(s) of approval recommended in the staff report dated February 7, 2022 as follows:
1. If the applicant does not submit a Subdivision Plat application within 18 months of Development Plan approval, the Development Plan will expire.
2. All habitable structures shall be fire sprinklered as long as the development does not include a fire turnaround.
3. Upon submittal of the first building permit(s), the applicant shall provide an overall phasing plan and construction management plan.
4. Upon submittal of the first building permit(s), the applicant shall demonstrate compliance with the snow storage standards in LDR Section 6.2.5.C.
Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried.

Resolution #22-01: Budget Amendment #2. Kelly Thompson made staff comment. Council held discussion with staff. A motion was made by Arne Jorgensen and seconded by Jessica Sell Chambers to approve Resolution 22-01 as presented.

RESOLUTION 22-01
A RESOLUTION ADOPTING AMENDMENTS TO THE FISCAL YEAR 2022 BUDGET OF THE TOWN OF JACKSON.

WHEREAS, pursuant to Wyoming Statutes, the governing body of the Town of Jackson is empowered to control the finances of the Town including adopting and amending the annual budget; and

WHEREAS, the specific statutory requirements for budgeting procedures are stipulated in the Uniform Municipal Fiscal Procedures Act (W.S. 16-4-101 through 16-4-124); and

NOW THEREFORE BE IT RESOLVED by the Town Council of the Town of Jackson that the fiscal year 2022 budget is hereby amended as follows:

EXPENDITURES AND OTHER USES	Approved Budget	Increase (Decrease)	Amended Budget
Mayor & Town Council	395,091	-	395,091
Town Attorney	547,795	8,594	556,389
Municipal Judge	279,131	4,683	-
Administration	310,836	4,138	314,974
Town Clerk & Personnel	780,755	13,213	793,968
Finance	638,047	10,855	648,902
Community Development	640,305	19,127	659,432
Information Technology	850,143	13,469	863,612
Planning	911,374	11,720	923,094
Town-Wide Services	327,562	-	327,562
Town Facilities	739,306	-	739,306
Police - Administration	648,987	10,689	659,676
Police - Investigations	646,819	18,313	665,132
Police - Patrol	3,546,493	57,184	3,603,677
Police - Community Service	578,580	12,390	590,970
Police - Special Operations	21,176	4,000	25,176
Victim Services	341,592	6,878	348,470
Animal Shelter/Control	284,925	8,148	293,073
Building Inspections	441,805	7,945	449,750
Public Works Administration	341,796	6,329	348,125
Streets	1,822,345	30,426	1,852,771
Engineering	619,333	10,776	630,109
Yard Operations	49,709	-	49,709
Cemetery	25,400	1,246	26,646
Social Services	1,114,659	-	1,114,659
Community Initiatives	293,300	-	293,300
County-Budgeted Joint Programs	3,988,638	5,700	3,994,338
Transfers Out	8,087,686	68,000	8,155,686
Total General Fund	29,273,588	333,823	29,607,411
Affordable Housing	1,587,444	68,000	1,655,444
Total Affordable Housing Fund	1,587,444	68,000	1,655,444
Parking Exactions Fund	26,600	-	26,600
Total Parking Exactions Fund	26,600	-	26,600
Parks Exactions	30,000	-	30,000
Total Park Exactions	30,000	-	30,000
Employee Housing Fund	554,203	27,980	582,183
Total Employee Housing Fund	554,203	27,980	582,183
Animal Care Fund	20,000	-	20,000
Transfers Out	35,000	-	35,000
Total Animal Care Fund	55,000	-	55,000
Lodging Tax Fund	327,156	28,900	356,056
Transfers Out	1,120,318	19,420	1,139,738
Total Lodging Tax Fund	1,447,474	48,320	1,495,794
START Administration	1,519,766	4,655	1,524,421
START Operations	5,093,213	183,448	5,276,661
START Capital	5,468,567	-	5,468,567
START Transfers	105,680	1,508	107,188
Total START Fund Expenditures	12,187,226	189,611	12,376,837
Capital Outlay	5,669,607	826,255	6,495,862
Transfers Out	640,000	-	640,000
Total Capital Projects Fund	6,309,607	826,255	7,135,862

REVENUES AND OTHER SOURCES	Approved Budget	Increase (Decrease)	Amended Budget
Miscellaneous Revenue	60,200	-	60,200
Total Animal Care Fund	60,200	-	60,200
Taxes	918,085	-	918,085
Miscellaneous Revenue	3,600	-	3,600
Total Lodging Tax Fund	921,685		921,685
Intergovernmental Revenue	9,133,935	23,735	9,157,670
Charges for Services	1,134,293	-	1,134,293
Miscellaneous Revenue	13,000	-	13,000
Transfers In	1,470,318	19,420	1,489,738
Total START Fund Revenues	11,751,546	43,155	11,794,701
Intergovernmental	649,434	-	649,434
Miscellaneous Revenue	161,341	-	161,341
Transfers In	5,450,242	18,000	5,468,242
Total Capital Projects Fund	6,261,017	18,000	6,279,017
Miscellaneous Revenue	2,200	-	2,200
Total 2006 SPET	2,200		2,200
Miscellaneous Revenue	1,400	-	1,400
Total 2010 SPET	1,400		1,400
Miscellaneous	15,100	-	15,100
Total 2014 SPET	15,100		15,100
Miscellaneous	3,300	-	3,300
Total 2016 SPET	3,300	-	3,300
Miscellaneous	4,100	-	4,100
Total 2017 SPET	4,100	-	4,100
Taxes	6,147,490	-	6,147,490
Miscellaneous	48,128	-	48,128
Total 2019 SPET	6,195,618	-	6,195,618
Water Intergovernmental	-	-	-
Water Charges for Services	2,839,893	-	2,839,893
Water Miscellaneous	79,720	-	79,720
Water Transfers In	320,000	-	320,000
Sewage Intergovernmental	50,000	-	50,000
Sewage Charges for Services	2,774,425	-	2,774,425
Sewage Miscellaneous	54,200	-	54,200
Sewage Transfers In	320,000	-	320,000
Total Enterprise Funds	6,438,238	-	6,438,238
Charges for Services	2,718,099	-	2,718,099
Miscellaneous Revenue	10,600	-	10,600
Total Employee Insurance Fund	2,728,699	-	2,728,699
Charges for Services	1,911,318	-	1,911,318
Miscellaneous Revenue	600	-	600
Transfers In	75,000	-	75,000
Total Fleet Management Fund	1,986,918	-	1,986,918
Charges for Services	582,300	-	582,300
Miscellaneous Revenue	3,900	-	3,900
Total Central Equipment Fund	586,200	-	586,200
Charges for Services	1,317,446	-	1,317,446
Miscellaneous Revenue	1,000	-	1,000
Total IT Service Fund	1,318,446	-	1,318,446

CHANGE OF FUND BALANCE	Approved Budget	Increase (Decrease)	Amended Budget
General Fund	(3,366,258)	(302,630)	(3,668,888)
Affordable Housing	137,400	-	137,400
Parking Exactions Fund	338,900	-	338,900
Park Exactions Fund	11,300	-	11,300
Employee Housing Fund	488,857	(27,980)	460,877
Animal Care Fund	5,200	-	5,200
Lodging Tax Fund	(525,789)	(48,320)	(574,109)
Start Fund	(435,680)	(146,456)	(582,136)
Capital Projects	(48,590)	(808,255)	(856,845)
2006 SPET	2,200	(70,585)	(68,385)
2010 SPET	1,400	-	1,400
2014 SPET	(114,900)	(91,416)	(206,316)
2016 SPET	(16,700)	-	(16,700)
2017 SPET	(410,828)	(563,900)	(974,728)
2019 SPET	195,618	-	195,618
Enterprise Funds	(448,495)	(913,954)	(1,362,449)
Employee Insurance Fund	(122,027)	-	(122,027)
Fleet Management Fund	(109,638)	(15,272)	(124,910)
Central Equipment Fund	36,700	-	36,700
IT Services Fund	(75,340)	(161,500)	(236,840)

PASSED, APPROVED, & ADOPTED this 7th day of February 2022

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

Ordinances. A motion was made by Jessica Sell Chambers and seconded by Jonathan Schechter to read ordinances in short title. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried.

Ordinance D:
AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1267, 1049, AND 1191 AND SECTION 2 OF THE TOWN OF JACKSON ORDINANCE NO. 1074 (PART) AND SECTION 8.10.5.C OF THE LAND DEVELOPMENT REGULATIONS OF THE TOWN OF JACKSON REGARDING APPOINTMENT OF DESIGN REVIEW COMMITTEE MEMBERS.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

There was no public comment. A motion was made by Jim Rooks and seconded by Jonathan Schechter to approve Ordinance D on first reading. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried.

Executive Session. No Executive Session.

Municipal Judge Appointment. Mayor Morton Levison appointed Chris Leigh as Municipal Judge for the Town of Jackson. A motion was made by Arne Jorgensen and seconded by Jonathan Schechter to consent to the appointment of Christopher Leigh as Municipal Judge for the Town of Jackson, at the salary of $58,000 per year, and to authorize the Mayor to execute the draft contract attached to the staff report dated February 7, 2022 and to administer the oath of office upon execution of the contract. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried.

Board and Commission Reports. Council discussed federal funding lobbying. Larry Pardee made staff comment. A motion was made by Arne Jorgensen and seconded by Jessica Sell Chambers to direct staff to bring back to the Council a report that explores hiring consulting and lobbying support to better utilize federal funds. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried.

Town Manager's Report. Larry Pardee made staff comment. Council held discussion with staff. A motion was made by Jessica Sell Chambers and seconded by Jorgensen to approve the Town Manager's Report. The Town Manager's Report contained a draft of the proposed budget meeting schedule for the FY 23 budget. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried.

Adjourn. A motion was made by Jessica Sell Chambers and seconded by Jonathan Schechter to adjourn. Mayor Morton Levinson called for the vote. The vote showed all in favor and the motion carried. The meeting adjourned at 7:53 p.m.

TOWN OF JACKSON

ATTEST:

_____
Hailey Morton Levinson, Mayor

_____
Riley Taylor, Town Clerk
Minutes:rt
Publish JH News & Guide: February 16, 2022

Report Criteria:
Detail report.
Invoices with totals above $0 included.
Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
51	ACE HARDWARE	771160	TOOLS	02/06/2022	111.97	.00	
Total 51:					111.97	.00	
6861	ADVANCED NETWORK MANAG	BD0037506	DATA MIGRATION	02/04/2022	141,998.00	.00	
Total 6861:					141,998.00	.00	
6973	AGOPIAN ADVOCACY	101	JAN & FEB RETAINED SERVICE	02/02/2022	7,000.00	.00	
Total 6973:					7,000.00	.00	
6524	ALPHAGRAPHICS	IX-234130	BUS SHELTER SIGNAGE	01/28/2022	620.47	.00	
Total 6524:					620.47	.00	
5726	AMAZON	111-8972819-8	PRIVACY SCREENS	11/01/2021	98.98	.00	
5726	AMAZON	16LD-LJ6W-3Y	CABLE CONNECTOR	01/24/2022	13.58	.00	
5726	AMAZON	16VF-JVXQ-Q	CALENDAR	02/02/2022	35.98	.00	
5726	AMAZON	1GXL-FD3Q-3	LABEL MAKER TAPE	01/31/2022	24.98	.00	
5726	AMAZON	1NNY-KNJP-T	MONITOR	01/22/2022	845.19	.00	
5726	AMAZON	1NPG-QGLQ-4	HANGERS	01/31/2022	55.69	.00	
5726	AMAZON	1QJG-7WNV-D	WATERPROF CASE	01/21/2022	399.90	.00	
5726	AMAZON	1VNK-KD44-J9	OWL LABS MEETING PACK	01/12/2022	2,397.98	.00	
5726	AMAZON	1W1N-P9PX-H	CAMERA TRIPOD	01/14/2022	249.92	.00	
Total 5726:					4,122.20	.00	
6979	ANIMAL CONTROL & CARE ACA	2022-0031	REGISTRATION FOR ANDREA R	02/08/2022	575.00	.00	
Total 6979:					575.00	.00	
1783	AT&T	287259163099	charges for account 28725916309	01/16/2022	2,534.38	.00	
Total 1783:					2,534.38	.00	
4920	BEST BEST & KRIEGER	925763	MATTER 51148.00002 WIRELES	01/31/2022	1,040.50	.00	
Total 4920:					1,040.50	.00	
6845	BLUE TO GOLD, LLC	JAC-22-IGS00	TRAINING	02/09/2022	996.00	.00	
6845	BLUE TO GOLD, LLC	JC-22-IGS0001	TRAINGING	02/07/2022	995.00	.00	
Total 6845:					1,991.00	.00	
5	CARQUEST AUTO PARTS INC.	876 013122	CREDITS	01/31/2022	90.34-	.00	
Total 5:					90.34-	.00	
102	CASELLE INC.	114902	CONTRACT SUPPORT MARCH	02/01/2022	1,744.00	.00	
Total 102:					1,744.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
4707	CELLEBRITE USA	INVUS238016	RENEWAL	01/14/2022	6,200.00	.00	
Total 4707:					6,200.00	.00	
544	CENTURYLINK	307-111-5050	Monthly SERVICES	01/07/2022	2,043.90	.00	
Total 544:					2,043.90	.00	
5967	CITY OF DRIGGS	BBSTART2022	BUS BARN RENT DRIGGS	01/31/2022	2,312.05	.00	
Total 5967:					2,312.05	.00	
260	COMMUNITY SAFETY NETWOR	020122	3RD QUARTER	02/01/2022	14,093.75	.00	
Total 260:					14,093.75	.00	
6124	DAVID STUBBS	220203	TOWN COUNCIL PORTRAIT	02/03/2022	450.00	.00	
Total 6124:					450.00	.00	
6978	DIAZ, VICTORIA	020722	DOT PHYSICAL	02/07/2022	155.00	.00	
Total 6978:					155.00	.00	
6883	DIVISION OF CHILD SUPPORT	021022	DCSE CASE #0005405448	02/10/2022	509.23	509.23	02/10/2022
Total 6883:					509.23	509.23	
2175	DIVISION OF VICTIM SERVICES	020322	Crime Victim SurchAGE	02/03/2022	550.00	.00	
Total 2175:					550.00	.00	
5996	DUDE SOLUTIONS, INC	INV-103565	DATA MIGRATION	12/31/2021	7,994.25	.00	
5996	DUDE SOLUTIONS, INC	INV-104857	CONNECTOR CONFIGURATION	01/27/2022	2,375.00	.00	
Total 5996:					10,369.25	.00	
3408	E.R. OFFICE EXPRESS	19061	INK PAD	02/07/2022	18.98	.00	
3408	E.R. OFFICE EXPRESS	19079	PENCIL	02/07/2022	27.80	.00	
3408	E.R. OFFICE EXPRESS	19079	REFILL INK	02/07/2022	6.52	.00	
3408	E.R. OFFICE EXPRESS	19110	ENVELOPES	02/14/2022	33.54	.00	
Total 3408:					86.84	.00	
1134	ENERGY LABORATORIES INC.	451607	INFLUENT, EFFLUENT	02/04/2022	169.00	.00	
1134	ENERGY LABORATORIES INC.	452651	THAW WELL	02/10/2022	170.00	.00	
1134	ENERGY LABORATORIES INC.	453053	THAW WELL	02/14/2022	172.00	.00	
Total 1134:					511.00	.00	
6552	ETNA TRADE PARK LLC	021822	PROPANE @ ETNA BUS PARKIN	02/16/2022	3,176.00	.00	
Total 6552:					3,176.00	.00	
3885	EVIDENT	185661B	GLOVES	02/07/2022	120.00	.00	
3885	EVIDENT	186627B	Evidence supplies	02/03/2022	60.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	Total 3885:				180.00	.00	
6971	FAMILY SUPPORT REGISTRY	021022	Case #15462880	02/10/2022	114.00	114.00	02/10/2022
	Total 6971:				114.00	114.00	
668	FREEDOM MAILING SERVICE I	42290	UTILITY BILLING	02/09/2022	885.78	.00	
668	FREEDOM MAILING SERVICE I	42290	UTILITY BILLING	02/09/2022	885.78	.00	
	Total 668:				1,771.56	.00	
6126	GARMIN USA	DL21851584	MONTHLY SERVICE	01/27/2022	64.95	.00	
	Total 6126:				64.95	.00	
6977	HENRY, DONALD	020922	DOT PHYSICAL	02/09/2022	155.00	.00	
	Total 6977:				155.00	.00	
96	HIGH COUNTRY LINEN	0294986	MATS @ START	01/05/2022	201.41	.00	
96	HIGH COUNTRY LINEN	0297294	SUPPLIES @START	01/19/2022	101.55	.00	
96	HIGH COUNTRY LINEN	0299506	MATS @ SHELTER	02/02/2022	64.88	.00	
96	HIGH COUNTRY LINEN	0299613	MATS @ START	02/02/2022	201.41	.00	
96	HIGH COUNTRY LINEN	S0300837	CLEANING SUPPLIES	02/10/2022	51.00	.00	
	Total 96:				620.25	.00	
6455	HIRST APPLEGATE, LLP	207533	3 CREEK HOMEOWNERS	02/03/2022	555.52	.00	
	Total 6455:				555.52	.00	
36	IDAHO STATE TAX COMMISSIO	020422	January premium	02/04/2022	3,431.00	3,431.00	02/04/2022
	Total 36:				3,431.00	3,431.00	
6121	IDENTISYS, INC	557313	SERVICE CONTRACT	01/26/2022	1,390.00	.00	
6121	IDENTISYS, INC	557588	KEYFOB	01/28/2022	633.25	.00	
	Total 6121:				2,023.25	.00	
6954	IVY OUTDOOR SERVICES LLC	1054	TRASH REMOVAL @ START ST	02/01/2022	800.00	.00	
	Total 6954:				800.00	.00	
1002	J.J. KELLER & ASSOC. INC.	9106465862	DRIVER BOOKS	11/09/2021	542.12	.00	
	Total 1002:				542.12	.00	
5098	JACKSON ANIMAL HOSPITAL	50381	ANIMAL CARE	01/13/2022	1,626.66	.00	
	Total 5098:				1,626.66	.00	
6931	JACKSON DOWTOWNER, LLC	1002	MICROTRANSIT PROGRAM	12/15/2021	30,925.90	.00	
6931	JACKSON DOWTOWNER, LLC	1003	MICROTRANSIT PROGRAM	01/15/2022	65,904.94	.00	
	Total 6931:				96,830.84	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
131	JACKSON HOLE NEWS & GUID	335126B	AD#401144	01/12/2022	119.70	.00	
131	JACKSON HOLE NEWS & GUID	335798	AD#402060	02/02/2022	55.58	.00	
131	JACKSON HOLE NEWS & GUID	335799	AD#402059	02/02/2022	111.15	.00	
131	JACKSON HOLE NEWS & GUID	335906	AD#402337	02/09/2022	387.60	.00	
131	JACKSON HOLE NEWS & GUID	335968	AD#402066	02/09/2022	273.60	.00	
131	JACKSON HOLE NEWS & GUID	335969	AD#402065	02/09/2022	461.70	.00	
131	JACKSON HOLE NEWS & GUID	335970	AD#402064	02/09/2022	145.36	.00	
131	JACKSON HOLE NEWS & GUID	335971	AD#402063	02/09/2022	128.26	.00	
131	JACKSON HOLE NEWS & GUID	335972	AD#402062	02/09/2022	102.60	.00	
131	JACKSON HOLE NEWS & GUID	335973	AD#402061	02/09/2022	128.26	.00	
131	JACKSON HOLE NEWS & GUID	335974	AD#402363	02/09/2022	94.05	.00	
131	JACKSON HOLE NEWS & GUID	335975	AD#402364	02/09/2022	72.68	.00	
131	JACKSON HOLE NEWS & GUID	336037	AD#402059	02/09/2022	38.48	.00	
131	JACKSON HOLE NEWS & GUID	336038	AD@402365	02/09/2022	38.48	.00	
	Total 131:				2,157.50	.00	
5810	JACKSON HOLE RADIO	21100255	RADIO ADS	10/31/2021	168.00	.00	
5810	JACKSON HOLE RADIO	21100256	RADIO ADS	10/31/2021	168.00	.00	
	Total 5810:				336.00	.00	
6807	LANGUAGE TESTING INTERNA	L52306-IN	TESTING	02/07/2022	73.00	.00	
	Total 6807:				73.00	.00	
5694	LEIGH, CHRISTOPHER S.	021622	LEGAL SERVICES	02/16/2022	1,815.00	.00	
	Total 5694:				1,815.00	.00	
156	LOWER VALLEY ENERGY INC	92050-002 01-	3150 S ADAMS CANYON DR, JA	01/31/2022	421.00	.00	
156	LOWER VALLEY ENERGY INC	92050-003 01-	SPRUCE DR PUMP HOUSE, JA	01/31/2022	380.79	.00	
156	LOWER VALLEY ENERGY INC	92050-008 01-	CEMETERY, JACKSON, WY	01/31/2022	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-010 01-	ELY SPRINGS RD WELL 6,7,8, J	01/31/2022	2,127.02	.00	
156	LOWER VALLEY ENERGY INC	92050-014 01-	135 E BROADWAY AVE HEAT TA	01/31/2022	16.24	.00	
156	LOWER VALLEY ENERGY INC	92050-017 01-	WASTE WATER TRTMT INTERM	01/31/2022	459.21	.00	
156	LOWER VALLEY ENERGY INC	92050-019 01-	RANGEVIEW DR LIFT PUMP CO	01/31/2022	82.81	.00	
156	LOWER VALLEY ENERGY INC	92050-021 01-	150 E PEARL AVE, JACKSON, W	01/31/2022	2,149.97	.00	
156	LOWER VALLEY ENERGY INC	92050-024 01-	1605 BERGER LN SEWER LIFT	01/31/2022	35.70	.00	
156	LOWER VALLEY ENERGY INC	92050-025 01-	450 W SNOW KING AVE NEW S	01/31/2022	899.59	.00	
156	LOWER VALLEY ENERGY INC	92050-026 01-	450 W SNOW KING AVE SHOP, J	01/31/2022	378.20	.00	
156	LOWER VALLEY ENERGY INC	92050-044 01-	SNOW KING ESTATES BOOSTE	01/31/2022	432.75	.00	
156	LOWER VALLEY ENERGY INC	92050-047 01-	WASTE WATER TRTMT UV BLD	01/31/2022	375.16	.00	
156	LOWER VALLEY ENERGY INC	92050-049 01-	WASTE WATER TRTMT PTB 545	01/31/2022	9,817.59	.00	
156	LOWER VALLEY ENERGY INC	92050-050 01-	2 MG TANK, JACKSON, WY | 200	01/31/2022	31.99	.00	
156	LOWER VALLEY ENERGY INC	92050-051 01-	WELL #5 KARNS MEADOW DR,	01/31/2022	2,920.16	.00	
156	LOWER VALLEY ENERGY INC	92050-052 01-	675 E BROADWAY AVE WELL #1	01/31/2022	24.66	.00	
156	LOWER VALLEY ENERGY INC	92050-053 01-	WELLS #2 & #3, JACKSON, WY	01/31/2022	3,738.50	.00	
156	LOWER VALLEY ENERGY INC	92050-054 01-	CITY WELL ELK REF 1, JACKSO	01/31/2022	190.09	.00	
156	LOWER VALLEY ENERGY INC	92050-055 01-	CITY WELL ELK REF 2, JACKSO	01/31/2022	87.41	.00	
156	LOWER VALLEY ENERGY INC	92050-056 01-	CITY WELL ELK REF 3, JACKSO	01/31/2022	80.30	.00	
156	LOWER VALLEY ENERGY INC	92050-059 01-	440 W SNOW KING AVE POLICE	01/31/2022	379.46	.00	
156	LOWER VALLEY ENERGY INC	92050-060 01-	400 W SNOW KING AVE S GAR,	01/31/2022	1,124.52	.00	
156	LOWER VALLEY ENERGY INC	92050-061 01-	400 W SNOW KING AVE PUBLIC	01/31/2022	1,429.12	.00	
156	LOWER VALLEY ENERGY INC	92050-074 01-	CRABTREE LN THAW WELL #2,	01/31/2022	344.14	.00	
156	LOWER VALLEY ENERGY INC	92050-075 01-	HIGH SCHOOL RD THAW WELL	01/31/2022	389.72	.00	
156	LOWER VALLEY ENERGY INC	92050-078 01-	145 W HANSEN AVE FRONT, JA	01/31/2022	166.36	.00	
156	LOWER VALLEY ENERGY INC	92050-079 01-	145 W HANSEN AVE BACK, JAC	01/31/2022	189.47	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
156	LOWER VALLEY ENERGY INC	92050-082 01-	400 W SNOW KING AVE E STOR	01/31/2022	580.21	.00	
156	LOWER VALLEY ENERGY INC	92050-090 01-	955 MAPLE WAY, JACKSON, WY	01/31/2022	258.49	.00	
156	LOWER VALLEY ENERGY INC	92050-092 01-	3150 S ADAMS CANYON DR ANI	01/31/2022	749.94	.00	
156	LOWER VALLEY ENERGY INC	92050-102 01-	145 W HANSEN AVE FRONT, JA	01/31/2022	94.56	.00	
156	LOWER VALLEY ENERGY INC	92050-105-382	MULTIPLE STREET LIGHTS	01/31/2022	3,130.80	.00	
156	LOWER VALLEY ENERGY INC	92050-106 01-	940 SIMON LN, JACKSON, WY |	01/31/2022	292.38	.00	
156	LOWER VALLEY ENERGY INC	92050-114 01-3	210 N CACHE ST HOME RANCH	01/31/2022	742.74	.00	
156	LOWER VALLEY ENERGY INC	92050-126 01-	SPRING WATER LN LIFT STATIO	01/31/2022	22.24	.00	
156	LOWER VALLEY ENERGY INC	92050-127 01-	3337 S CODY CREEK DR LIFT S	01/31/2022	427.37	.00	
156	LOWER VALLEY ENERGY INC	92050-131 01-	195 E DELONEY AVE RESTROO	01/31/2022	530.73	.00	
156	LOWER VALLEY ENERGY INC	92050-132 01-	160 S MILLWARD ST PARKING	01/31/2022	1,531.64	.00	
156	LOWER VALLEY ENERGY INC	92050-134 01-	160 S MILLWARD ST PARKING	01/31/2022	183.96	.00	
156	LOWER VALLEY ENERGY INC	92050-334 01-	JOSEPHINE LOOP LOT 15 LIFT	01/31/2022	153.20	.00	
156	LOWER VALLEY ENERGY INC	92050-341 01-	210 N CACHE ST HOME RANCH	01/31/2022	26.58	.00	
156	LOWER VALLEY ENERGY INC	92050-345 01-	930 SIMON LN, JACKSON, WY |	01/31/2022	206.32	.00	
156	LOWER VALLEY ENERGY INC	92050-356 01-	55 KARNS MEADOW DR START	01/31/2022	5,155.47	.00	
156	LOWER VALLEY ENERGY INC	92050-357 01-	55 KARNS MEADOW DR START	01/31/2022	7,825.65	.00	
156	LOWER VALLEY ENERGY INC	92050-359 01-	MILLER PARK PARKING LOT CH	01/31/2022	104.61	.00	
156	LOWER VALLEY ENERGY INC	92050-361 01-	625 W BROADWAY AVE NEW P	01/31/2022	24.45	.00	
156	LOWER VALLEY ENERGY INC	92050-363 01-	455 VINE ST UTIL, JACKSON, W	01/31/2022	128.77	.00	
156	LOWER VALLEY ENERGY INC	92050-364 01-	65 VIRGINIAN LN #5, JACKSON,	01/31/2022	95.66	.00	
156	LOWER VALLEY ENERGY INC	92050-365 01-	65 VIRGINIAN LN #7, JACKSON,	01/31/2022	105.46	.00	
156	LOWER VALLEY ENERGY INC	92050-367 01-	455 VINE ST APT #3, JACKSON,	01/31/2022	71.20	.00	
156	LOWER VALLEY ENERGY INC	92050-368 01-	455 VINE ST APT #4, JACKSON,	01/31/2022	116.60	.00	
156	LOWER VALLEY ENERGY INC	92050-370 01-	2022 WILDFLOWER CT, JACKS	01/31/2022	193.50	.00	
156	LOWER VALLEY ENERGY INC	92050-371 01-	2022 WILDFLOWER CT, JACKS	01/31/2022	32.59	.00	
156	LOWER VALLEY ENERGY INC	92050-374 01-	455 VINE ST APT #1, JACKSON,	01/31/2022	135.26	.00	
156	LOWER VALLEY ENERGY INC	92050-375 01-	155 E PEARL AVE, JACKSON, W	01/31/2022	28.07	.00	
156	LOWER VALLEY ENERGY INC	92050-376 01-	149 E PEARL AVE, JACKSON, W	01/31/2022	393.71	.00	
156	LOWER VALLEY ENERGY INC	92050-378 01-	145 E PEARL AVE #A EAST, JAC	01/31/2022	89.41	.00	
156	LOWER VALLEY ENERGY INC	92050-381 01-	915 SIMON LN, JACKSON, WY |	01/31/2022	232.59	.00	
156	LOWER VALLEY ENERGY INC	92050-383 01-	SNOW KING DR WATER TANK C	01/31/2022	23.35	.00	
156	LOWER VALLEY ENERGY INC	92050-385 01-	85 N SPRING GULCH RD SPRIN	01/31/2022	331.05	.00	
156	LOWER VALLEY ENERGY INC	92050-388 01-	121 SHERWOOD CT BLDG 2 BU	01/31/2022	30.63	.00	
156	LOWER VALLEY ENERGY INC	92050-389 01-	1640 MARTIN LN LIFT STATION,	01/31/2022	36.08	.00	
156	LOWER VALLEY ENERGY INC	92050-390 01-	400 W SNOW KING AVE HOUSI	01/31/2022	264.06	.00	
156	LOWER VALLEY ENERGY INC	92050-391 01-	400 W SNOW KING AVE PARK M	01/31/2022	873.76	.00	
156	LOWER VALLEY ENERGY INC	92050-392 01-	400 W SNOW KING AVE ADMIN,	01/31/2022	398.88	.00	
156	LOWER VALLEY ENERGY INC	92050-393 01-	400 W SNOW KING AVE EMPLO	01/31/2022	1,290.85	.00	
156	LOWER VALLEY ENERGY INC	92050-395 01-	145 E PEARL AVE #C LOFT, JAC	01/31/2022	77.32	.00	
156	LOWER VALLEY ENERGY INC	92050-396 01-	145 E PEARL AVE HSE/CMN, JA	01/31/2022	159.86	.00	
156	LOWER VALLEY ENERGY INC	92050-397 01-	145 E PEARL AVE #B WEST, JA	01/31/2022	80.95	.00	
156	LOWER VALLEY ENERGY INC	92050-398 01-	155 E PEARL AVE, JACKSON, W	01/31/2022	10.00	.00	
156	LOWER VALLEY ENERGY INC	92050-399 01-	155 E PEARL AVE, JACKSON, W	01/31/2022	10.00	.00	
	Total 156:				55,939.12	.00	
6526	LSC TRANSPORTATION CONSU	61237	START ON CALL CONTRACT	01/10/2022	2,100.00	.00	
	Total 6526:				2,100.00	.00	
4612	MASON, TOM	020422	TRAVEL EXPENSES TO AZ	02/04/2022	1,618.20	.00	
	Total 4612:				1,618.20	.00	
6974	MELCER, STEPHEN	020422	HOUSING MITIGATION REFUND	02/04/2022	1,851.17	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	Total 6974:				1,851.17	.00	
6770	MOBILITY FOREFRONT LLC	MFFINV0096	MONTHLY RENT	02/01/2022	35,000.00	.00	
	Total 6770:				35,000.00	.00	
187	NELSON ENGINEERING	57758	19-330-003 WELL EXPLORATIO	01/31/2022	3,568.25	.00	
	Total 187:				3,568.25	.00	
5956	Peak Facilitation Group	1616	TOJ RETREAT	02/08/2022	8,877.87	.00	
	Total 5956:				8,877.87	.00	
532	QUICK BROWN FOX LLC	3877	TICKET BOOKS	01/24/2022	210.00	.00	
	Total 532:				210.00	.00	
6976	RASA, INC	B2B1203	COFFEE & CREAMER	12/06/2021	189.99	.00	
	Total 6976:				189.99	.00	
4720	SILVERSTAR	65491 0222	MONTHLY SERVICE	02/01/2022	869.73	.00	
	Total 4720:				869.73	.00	
6972	SMITH, SHANE	020722	BOOTS	02/07/2022	100.00	.00	
6972	SMITH, SHANE	020722	DOT PHYSICAL	02/07/2022	75.00	.00	
	Total 6972:				175.00	.00	
4699	SNAKE RIVER ROASTING	76512	COFFEE	01/31/2022	108.90	.00	
4699	SNAKE RIVER ROASTING	76537	FILTERS	01/31/2022	29.94	.00	
4699	SNAKE RIVER ROASTING	76781	COFFEE	02/15/2022	113.90	.00	
	Total 4699:				252.74	.00	
1505	SPRING CREEK ANIMAL HOSPI	625020346	MEDS	02/10/2022	15.04	.00	
1505	SPRING CREEK ANIMAL HOSPI	625020347	RABIES	02/10/2022	15.00	.00	
1505	SPRING CREEK ANIMAL HOSPI	625020348	rABIES	02/10/2022	15.00	.00	
	Total 1505:				45.04	.00	
241	ST JOHN'S HOSPITAL	012622	pre EMPLOY	01/26/2022	155.00	.00	
241	ST JOHN'S HOSPITAL	50000573	case blood draws	02/08/2021	390.00	.00	
	Total 241:				545.00	.00	
4990	Swagit Productions, LLC	19825	MONTHLY VIDEO STREAMING	01/31/2022	1,775.00	.00	
	Total 4990:				1,775.00	.00	
1443	TETON COUNTY CLERK	0211422PR	Parks and Recreation Monthly Op	02/14/2022	108,215.08	.00	
1443	TETON COUNTY CLERK	0211422PR	Parks and Recreation Monthly Op	02/14/2022	27,900.00	.00	
1443	TETON COUNTY CLERK	021422H	Housing Department Monthly Ope	02/14/2022	30,620.33	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	Total 1443:				166,735.41	.00	
581	TETON COUNTY INTEGRATED	020822	4TH QUARTER BAG FEE	02/08/2022	29,507.05	.00	
	Total 581:				29,507.05	.00	
55	TETON COUNTY SHERIFF'S-JAI	610	JANUARY INMATES	02/04/2022	1,008.00	.00	
	Total 55:				1,008.00	.00	
996	TETON COUNTY SPECIAL FIRE	012822SF	JANUARY 2022	01/28/2022	17,542.38	.00	
996	TETON COUNTY SPECIAL FIRE	012822SFC	JANUARY 2022 CAPTIAL	01/28/2022	48,006.00	.00	
	Total 996:				65,548.38	.00	
1614	TETON COUNTY-FUND 10	012822P	JANUARY 2022	01/28/2022	8,589.02	.00	
1614	TETON COUNTY-FUND 10	012822PATH	JANUARY 2022 PATHWAYS	01/28/2022	4,843.01	.00	
1614	TETON COUNTY-FUND 10	012822PATH	JANUARY 2022 PATHWAYS	01/28/2022	2,729.04	.00	
	Total 1614:				16,161.07	.00	
3027	TETON COUNTY-FUND 13	012822C	January 2022 CAPITAL	01/28/2022	11.51	.00	
	Total 3027:				11.51	.00	
3955	THOMSON WEST	845773664	ONLINE SOFTWARE SUBSCIIPT	02/01/2022	455.91	.00	
3955	THOMSON WEST	845773664	ONLINE SOFTWARE SUBSCIIPT	02/01/2022	455.91	.00	
	Total 3955:				911.82	.00	
6579	TITLE 22 CONSULTANTS	21-0038	COPIES	02/13/2022	508.48	.00	
	Total 6579:				508.48	.00	
6591	T-MOBILE	957529416 012	MONTHLY SERVICES	01/21/2022	644.91	.00	
	Total 6591:				644.91	.00	
5666	TRANSIT TALENT LLC	1532202	JOB POSTING	02/15/2022	190.00	.00	
	Total 5666:				190.00	.00	
6975	UPLIFT DESK	INV1026044	DESK FURNITURE	02/15/2022	13,585.00	.00	
	Total 6975:				13,585.00	.00	
3881	VALLEY OFFICE SYSTEMS	AR1021785	COLOR COPIER	12/30/2021	10,088.00	.00	
3881	VALLEY OFFICE SYSTEMS	AR1031767	COPIER CONTRACT	01/31/2022	324.15	.00	
	Total 3881:				10,412.15	.00	
1949	VERIZON WIRELESS	9896357986	MONTHLY SERVICES	01/01/2022	6,441.49	.00	
	Total 1949:				6,441.49	.00	
563	WESTBANK SANITATION	3893725T022	940 Simon Lane	02/01/2022	68.45	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
	Total 563:				68.45	.00	
6788	WESTERN CHARTERS AND TO	69452	BUS SERVICE	02/08/2022	75,600.00	.00	
	Total 6788:				75,600.00	.00	
472	WHITE GLOVE CLEANING, INC.	199Z-2	SUPPLIES	09/30/2021	119.44	.00	
472	WHITE GLOVE CLEANING, INC.	7829	BUS SHELTER CLEANING	01/31/2022	2,392.49	.00	
472	WHITE GLOVE CLEANING, INC.	7854	SUPPLIES	01/31/2022	239.50	.00	
	Total 472:				2,751.43	.00	
3619	WY CHILD SUPPORT ENFORCE	021022	case #209790	02/10/2022	146.76	146.76	02/10/2022
	Total 3619:				146.76	146.76	
2692	WY DEPT OF HEALTH - PHL	I0014189	COLILERT	01/26/2022	744.00	.00	
	Total 2692:				744.00	.00	
4139	WY WORKERS' SAFETY & COM	020422	FEBRUARY PREMIUM	02/04/2022	11,886.65	11,886.65	02/04/2022
	Total 4139:				11,886.65	11,886.65	
406	WYOMING LAW ENFORCEMEN	020322	OFFICER EDUCATION TRAININ	02/03/2022	180.00	.00	
	Total 406:				180.00	.00	
329	WYOMING RETIREMENT SYST	219844	January CONTRIBUTIONS	02/03/2022	34,162.70	34,162.70	02/04/2022
329	WYOMING RETIREMENT SYST	219845	JANUARY CONTRIBUTIONS	02/03/2022	31,765.31	31,765.31	02/04/2022
329	WYOMING RETIREMENT SYST	219846	JANUARY CONTRIBUTIONS	02/03/2021	60,278.32	60,278.32	02/04/2022
	Total 329:				126,206.33	126,206.33	
1764	WYOMING.COM INC	2046554	Domain hosting AND LATE FEE	12/05/2021	30.00	.00	
	Total 1764:				30.00	.00	
6717	WY-TEST	38488	PRE-EMPLOY	10/06/2021	80.00	.00	
6717	WY-TEST	38531	PRE-EMPLOY	10/08/2021	80.00	.00	
6717	WY-TEST	38649	PRE-EMPLOY	10/22/2021	80.00	.00	
6717	WY-TEST	38891	PRE-EMPLOY	12/06/2021	80.00	.00	
6717	WY-TEST	38895	PRE-EMPLOY	12/06/2021	80.00	.00	
6717	WY-TEST	39008	PRE-EMPLOY	12/29/2021	80.00	.00	
6717	WY-TEST	39088	PRE-EMPLOY	01/13/2022	80.00	.00	
6717	WY-TEST	39107	PRE-EMPLOY	01/17/2022	80.00	.00	
6717	WY-TEST	39121	PRE-EMPLOY	01/18/2022	80.00	.00	
6717	WY-TEST	39124	PRE-EMPLOY	01/19/2022	80.00	.00	
6717	WY-TEST	39138	RANDOM	01/20/2022	80.00	.00	
6717	WY-TEST	39159	RANDOM	01/24/2022	105.00	.00	
6717	WY-TEST	39161	PRE-EMPLOY	01/24/2022	80.00	.00	
6717	WY-TEST	39183	PRE-EMPLOY	01/27/2022	80.00	.00	
6717	WY-TEST	39191	PRE-EMPLOY	01/28/2022	80.00	.00	
6717	WY-TEST	39207	PRE-EMPLOY	01/28/2022	80.00	.00	
	Total 6717:				1,305.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5539	Y2 CONSULTANTS, LLC	18559	SRV-LEDE TOJ 19245	01/20/2022	292.75	.00	
Total 5539:					292.75	.00	
2842	YELLOW IRON EXCAVATION, LL	64695	ANIMAL SHELTER TRASH REM	11/30/2021	70.00	.00	
2842	YELLOW IRON EXCAVATION, LL	66558	trash removal - 915 Simon Lane	01/31/2022	35.00	.00	
2842	YELLOW IRON EXCAVATION, LL	66829	trash removal - ANIMAL SHELTE	01/31/2022	70.00	.00	
Total 2842:					175.00	.00	
6719	ZOOM VIDEO COMMUNICATION	INV12709539	SUBSCRIPTION	01/19/2022	119.94	.00	
Total 6719:					119.94	.00	
Grand Totals:					959,389.54	142,293.97	

Dated: _____

Mayor: _____

City Council: _____

_____

_____

_____

_____

_____

City Recorder: _____

City Treasurer: _____

Report Criteria:
Detail report.
Invoices with totals above $0 included.
Paid and unpaid invoices included.

STAFF REPORT

Meeting Date:	February 22, 2022	**Meeting Title:**	Regular
Submitting Department:	Public Works	**Presenter:**	Johnny Ziem
Agenda Item:	Bid Award for Rancher Street Complete Street Project Bid# 22-08	**Public Comment:**	Yes

Purpose & Policy Considerations.
The purpose of this item is to award Bid #22-08 for the construction of the Rancher Street Complete Street Project and to approve a budget amendment for the total project cost.

Requested Action.
To award Bid# 22-08 for the construction of the Rancher Street Complete Street Project.

Recommendations.
Staff recommends awarding Bid# 22-08 for the construction of the Rancher Street Complete Street Project to West Wood Curtis of Jackson, Wyoming, in the amount of $2,121,033.

Background.
Staff presented the conceptual design alternatives to Council at the April 19, 2021, Workshop. The meeting was continued to the May 17, 2021, Workshop for final consideration on the design alternatives. A motion was made that approved design Alternative #2 and intersection design alignment Option #2, with special emphasis placed on including looking into limiting lighting at street intersections.

Additionally, staff also presented at the September 7, 2021, Regular Council meeting information specifically on the possible redesign of the Hansen Avenue and Rancher Street intersection. This consideration was not a part of the original scope and design originally presented to Council at the April 19 and May 17 Workshops. This consideration included the straightening of the intersection, including curb and gutter, and the addition of a sidewalk on a portion of the east side of May Park. A motion was made that approved the additional design concept, which included redesigning the Hansen/Rancher Street intersection and designing a new sidewalk with curb and gutter on South Rancher Street. The approval further stipulated that this additional scope be a part of the original Rancher Street Complete Street Project and would further include a budget amendment, which at the time was estimated at $340,000.

Analysis.
The Engineering Division advertised for bids for the Rancher Street Complete Street Project on January 5 and January 12, 2022. Staff received 2 bids for this project:

- $2,121,033 - West Wood Curtis of Jackson, Wyoming
- $2,302,975 – Evans Construction of Jackson, Wyoming

One non-responsive bid was received after the bid had closed from Avail Valley Construction of Wyoming.

The lowest approved bid for the Rancher Street Complete Street Project was from West Wood Curtis of Jackson, Wyoming, in the amount of $2,121,033. Please see attached results for Bid# 22-08 in the *Attachment* section.

Possible Alternatives.
Possible alternatives for this item include:

1. Denying the lowest bid and re-bidding the project at a later date.
2. Denying the budget amendment and directing staff to reduce the scope of work get closer to the budget limit and present to Council at later date.

Comprehensive Plan & Priority Alignment.

- Common Value 1: Ecosystem Stewardship:
  - o Stewardship of Wildlife, Natural Resources and Scenery
  - o Climate Sustainability through Energy Conservation
- Common Value 2: Growth Management
  - o Responsible Growth Management
  - o Town as the Heart of the Region – The Central Complete Neighborhood
- Common Value 3: Quality of Life
  - o Multimodal Transportation
  - o Quality Community Service Provision

Fiscal Impact.
In the FY22 Budget, the Rancher Street Project is funded through the 5th Cent Capital Fund ($1,320,000), the Water Enterprise Fund ($362,000), and the Sewer Enterprise Fund ($241,000). In order to complete the project, the 5th Cent Capital Fund will need to be amended $500,000 and the Water Enterprise Fund will need to be amended $21,000. The bulk of the amendment is to cover the additional scope of work approved at the September 7, 2021, Regular Council meeting for the Hansen Avenue and Rancher Street intersection. Staff is in support of the added scope for this project, and in consideration of the budget amendment, staff does not believe the added cost will affect other capital projects currently budgeted for in FY22.

Staff Impact.
Staff impact for this project has included roughly 65 hours of staff time working with our design consultants and roughly 20 hours of time for administration (staff reports, etc.). If approved, this project will require 10 - 12 hours a week from the Engineering Division for project management and construction administration.

Attachments or Links.

- Bid# 22-08 Tabulations & Submissions

Suggested Motion. *Council always has the option to adopt, approve with conditions, continue, or deny items*.

1. I move to amend the FY22 Water Enterprise fund in the amount of $21,000 and the FY22 5th Cent Capital Fund in the amount of $500,000 to cover the additional cost to construct the Rancher Street Complete Street Project.

2. I move to award Bid# 22-08 to West Wood Curtis of Jackson, Wyoming, in the amount of $2,121,033 and authorize the Mayor to execute all necessary contract Agreements.

STAFF REPORT

Meeting Date:	February 22, 2022	**Meeting Title:**	Town Council Regular
Submitting Department:	Public Works	**Presenter:**	Brian Lenz, Town Engineer
Agenda Item:	2022 Spring Street Patching Contract Award	**Public Comment:**	Yes

Purpose & Policy Considerations.
Council consideration of award of contract and approval of financing for Spring Street Patching (TOJ Project 22-10).

Requested Action.
Staff requests Council award the contract.

Recommendations.
Staff recommends that Town Council approve the use of FY22 Annual Street Reconstruction funds to award in full the contract for Spring Street Patching to Evans Construction Company.

Background.
The Spring and Fall patching programs have been in place for many years in an effort to address spot locations within the Town of Jackson's road network that are deteriorating. Spring patching locations are throughout Town and determined early in the spring after the snow and ice have melted. The spring patching work is required to be performed between April 15 and May 29, 2022.

The project was advertised in the JH News & Guide Weekly for two weeks beginning January 12, 2022.

Analysis.
This year's target quantity and basis of the bid request was 30,000 square feet of patching throughout town. The Town received construction bids for the project on January 27, 2022. A total of 3 bids were received.

1. **Evans Construction Company, Jackson, Wyoming** **$205,000.00**
2. Knife River Corporation – Mountain West, Boise, Idaho $210,400.00
3. Avail Valley Construction-WY, LLC, Jackson, Wyoming $260,600.00

Evans Construction Company of Jackson, Wyoming was found to be the lowest responsive bidder.

Alternatives (Optional).
Council may instead place the 2022 Spring Street Patching Project on hold by denying the contract.

If this project is not approved it would create a backlog of roadway maintenance projects and possibly exacerbate the current issues intended to be addressed through this project, thereby increasing the future funding necessary to put the Town's streets back into a state of good repair.

Comprehensive Plan & Priority Alignment.
This project supports the Town Comprehensive Plan under Common Value #3- Quality of Life, Section 8 - Quality Community Service Provision.

Common Value #3 - Quality of Life, Section 8. Quality Community Service Provision

- *Principle 8.1*- Maintain current, coordinated service delivery
  - Policy 8.1.a: Maintain current, coordinated plans for delivery of desired service levels
- *Principle 8.2* - Coordinate the provision of infrastructure and facilities needed for service delivery
  - Policy 8.2.c: Require mitigation of the impacts of growth on service levels
- *Strategy 8.1.S.3*: Identify critical services and services requiring redundancy in service provision.
- *Strategy 8.2.S.1*: Coordinate the creation and maintenance of communitywide Major Capital Project List for all services listed in Principle 8.1.

Fiscal Impact.
The project is fully funded with the Annual Street Reconstruction line item in the adopted FY 2022 budget.

Staff Impact.
6-10 hours staff time contract preparation, bidding, and staff reports. Some coordination between the Contractor, PW Street and Engineering staff will be necessary. It is estimated that 5-10 hours/week of PW staff time shall be required the month prior to construction and 10-20 hours per week during two to three weeks of construction.

Attachments or Links.
None.

Suggested Motion. *Council always has the option to adopt, approve with conditions, continue, or deny items*.

I move to approve the award of the 2022 Spring Street Patching Project to Evans Construction Company of Jackson, Wyoming in the amount of $205,000.00, and authorize the Mayor to execute the contract.

STAFF REPORT

Meeting Date:	February 22, 2022	**Meeting Title:**	Council Regular Meeting
Submitting Department:	Planning Department	**Presenter:**	Paul Anthony
Agenda Item:	P22-004 TEMPORARY SIGN PERMIT Climb Wyoming	**Public Comment:**	Yes

Purpose & Policy Considerations.
To approve or deny a temporary sign not requiring a special event or exposition license under the Town's sign standards.

Requested Action.
Climb Wyoming has requested to display one temporary banner under Section 5.6.1.C.4.c of the LDRs to advertise their job training event (see attached for banner sizing).

- 105 Buffalo Way, Albertson's during:
  - March 6 – March 19, 2022

Section 5.6.1.C.4.c of the Town's Land Development Regulations allows Council to approve up to four (4) off-site banners. The event does not require any Town services; therefore, a special event license is not required. Staff recommends approval, as the Town has permitted such signs in the past, as long as all other regulations for signage are complied with.

Recommendations.
The Planning Director recommends approval based on finding that the request is consistent with the LDRs subject to the following conditions:

1. The use of site shall be granted by the property owner.
2. The sign shall not be located on the sidewalks or in the public right of way.
3. The sign is approved for the following locations:

   - 105 Buffalo Way, Albertson's during:
     - March 6 – March 19, 2022

Background.
NA

Analysis.
NA

Alternatives (Optional).
NA

Fiscal Impact.
None

Staff Impact.
Preparation of this report took approximately 2 hours of staff time to process.

Attachments or Links.
Applicant Submittal

Suggested Motion. *Council always has the option to adopt, approve with conditions, continue, or deny items*.

I move to **approve** temporary banner application (P22-004) for Climb Wyoming, including the three conditions of approval recommended by the Planning Director in this staff report dated February 22, 2021.

TEMPORARY SIGN PERMIT APPLICATION

Planning & Building Department

150 East Pearl Ave.
P.O. Box 1687
Jackson, WY 83001

ph: (307) 733-0440
www.townofjackson.com

***First**, go to www.townofjackson.com/245/Temporary-Sign-Permit for process and other necessary information.*

EVENT NAME: Albertsons –

Event Name: Climb Sign Physical Address of Event: 105 Buffalo Way

Description of Event: Hang banner in front of Albertsons to advertise next Climb training

Grand Opening ____ Yes ____ No ____

EVENT SPONSOR/APPLICANT: Name: Climb Wyoming, Christy Thomas

Mailing Address: POBox 9494 Jackson, 83002 Phone: 307-733-4088

E-mail: christy@climbwyoming.org ZIP: 83002

Non-Profit: X For Profit: ____

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: Albertson	Business/Description:
Physical Address: 105 Buffalo Way	Physical Address:
Dates of Display: March 6th - 19th	Dates of Display:
Consent from Owner Obtained? Yes X No	Consent from Owner Obtained? Yes ____ No ____
Business/Description:	Business/Description:
Physical Address:	Physical Address:
Dates of Display:	Dates of Display:
Consent from Owner Obtained? Yes ____ No ____	Consent from Owner Obtained? Yes ____ No ____

SUBMITTAL REQUIREMENTS. Have you attached the following? Please answer accordingly.

Yes X No ____ Illustration of each proposed sign that includes dimensions, colors, materials and type of sign.

Yes X No ____ Installation specifications, and any structural details or specifications required for freestanding signs.

Under penalty of perjury, I hereby certify that I have read this application and state that, to the best of my knowledge, all information submitted in this request is true and correct. I agree to comply with all county and state laws relating to the subject matter of this application, and hereby authorize representatives of the Town of Jackson to enter upon the above-mentioned property during normal business hours, after making a reasonable effort to contact the owner/applicant prior to entering.

Christy Thomas
Signature of Authorized Event Applicant

1/11/22
Date

Christy Thomas
Applicant Name Printed

Program Director
Title

this banner would be 16' x 8' when finished

material is vinyl



STAFF REPORT

Meeting Date:	February 22, 2021	**Meeting Title:**	Council Regular Meeting
Submitting Department:	Planning Department	**Presenter:**	Paul Anthony
Agenda Item:	P22-006 TEMPORARY SIGN PERMIT JH Farmer's Market - Winter Market Fest	**Public Comment:**	Yes

Purpose & Policy Considerations.
To approve or deny a temporary sign not requiring a special event or exposition license under the Town's sign standards.

Requested Action.
JH Farmer's Market has requested to display four (4) temporary banners under Section 5.6.1.C.4.c of the LDRs to advertise its Winter Market Fest (see attached for various sizing).

- 100 E. Snow King, Phil Baux Park Ballpark during:
  - March 6, 2022 – March 12, 2022 and April 10, 2022 – April 16, 2022
- 165 E. Broadway Ave, Healthy Being Juicery during:
  - March 6, 2022 – March 12, 2022 and April 10, 2022 – April 16, 2022
- 920 W. Broadway Ave, Lodge at JH Convention Center during:
  - March 6, 2022 – March 12, 2022 and April 10, 2022 – April 16, 2022
- 850 W. Broadway, Jackson Laundromat during:
  - March 6, 2022 – March 12, 2022 and April 10, 2022 – April 16, 2022

Section 5.6.1.C.4.c of the Town's Land Development Regulations allows Council to approve up to four (4) off-site banners. The event does not require any Town services; therefore, a special event license is not required. Staff recommends approval, as the Town has permitted such signs in the past, as long as all other regulations for signage are complied with.

Recommendations.
The Planning Director recommends approval based on finding that the request is consistent with the LDRs subject to the following conditions:

1. The use of sites shall be granted by the property owner.
2. The signs shall not be located on the sidewalks or in the public right of way.
3. The signs are approved for the following locations:

- 100 E. Snow King, Phil Baux Park Ballpark during:
  - March 6, 2022 – March 12, 2022 and April 10, 2022 – April 16, 2022
- 165 E. Broadway Ave, Healthy Being Juicery during:
  - March 6, 2022 – March 12, 2022 and April 10, 2022 – April 16, 2022
- 920 W. Broadway Ave, Lodge at JH Convention Center during:
  - March 6, 2022 – March 12, 2022 and April 10, 2022 – April 16, 2022
- 850 W. Broadway, Jackson Laundromat during:
  - March 6, 2022 – March 12, 2022 and April 10, 2022 – April 16, 2022

Background.
NA

Analysis.
NA

Alternatives (Optional).
NA

Fiscal Impact.
None

Staff Impact.
Preparation of this report took approximately 2 hours of staff time to process.

Attachments or Links.
Applicant Submittal

Suggested Motion. *Council always has the option to adopt, approve with conditions, continue, or deny items*.

I move to **approve** temporary banner application (P22-006) for JH Farmer's Market - Winter Market Fest, including the three conditions of approval recommended by the Planning Director in this staff report dated February 22, 2021.

TEMPORARY SIGN PERMIT APPLICATION

Planning & Building Department

150 East Pearl Ave.
P.O. Box 1687
Jackson, WY 83001

ph: (307) 733-0440
www.townofjackson.com

***First**, go to www.townofjackson.com/245/Temporary-Sign-Permit for process and other necessary information.*

EVENT NAME:

Event Name: Jackson Hole Farmers Market Physical Address of Event: 920 West Broadway

Description of Event: Winter Market Fest

Grand Opening ____ Yes X No ____

EVENT SPONSOR/APPLICANT: Name:

Mailing Address: P.O.Box 744 Jackson Wy. 83001 Phone: 805-698-5489

E-mail: jhfmts@gmail.com ZIP: 83001

Non-Profit: X For Profit: ____

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: Snow King Baseball Field Fencing (8'x10')
Physical Address: 100 East Snow King Ave.
Dates of Display: 3/6/22-3/12/22 & 4/10-4/16/22
Consent from Owner Obtained? Yes X No ____

Business/Description: Healthy Being Juicery (Size 8'x2')
Physical Address: 165 East Broadway Ave
Dates of Display: 3/6/22-3/12/22 & 4/10-4/16/22
Consent from Owner Obtained? Yes X No ____

Business/Description: Lodge at JH Convention Center (Size 8'x2')
Physical Address: 920 West Broadway Ave
Dates of Display: 3/6/22-3/12/22 & 4/10-4/16/22
Consent from Owner Obtained? Yes X No ____

Business/Description: Jackson Laundromat (Size 8'x2')
Physical Address: 850 West Broadway
Dates of Display: 3/6/22-3/12/22 & 4/10-4/16/22
Consent from Owner Obtained? Yes X No ____

SUBMITTAL REQUIREMENTS. Have you attached the following? Please answer accordingly.

Yes X No ____ Illustration of each proposed sign that includes dimensions, colors, materials and type of sign.

Yes ____ No X Installation specifications, and any structural details or specifications required for freestanding signs.

Under penalty of perjury, I hereby certify that I have read this application and state that, to the best of my knowledge, all information submitted in this request is true and correct. I agree to comply with all county and state laws relating to the subject matter of this application, and hereby authorize representatives of the Town of Jackson to enter upon the above-mentioned property during normal business hours, after making a reasonable effort to contact the owner/applicant prior to entering.

Jenny May Shervin — Signature of Authorized Event Applicant

1/13/22 — Date

Jenny May Shervin — Applicant Name Printed

Market Manager — Title

Snow King Phil Baux Park (8’ x 10’)



Healthy Being, The Lodge at JH Convention Center, Jackson Laundromat (8’ x 2’)





Jackson Hole Farmers Market *along with*
Brent & Shelby Belote *present our*

Winter Market Fest

Jan 15 | Feb 5 | March 12 | April 16

CONFERENCE CENTER AT THE LODGE OF JH | 1:00-4:00PM

FARMERS MARKET

Town Square
Saturday Mornings

Jackson Hole

Jackson Hole Farmers Market *along with*
Brent & Shelby Belote *present our*

Winter Market Fest

Jan 15 | Feb 5 | March 12 | April 16

CONFERENCE CENTER AT THE LODGE OF JH

| 1:00-4:00pm |

STAFF REPORT

Meeting Date:	February 22, 2022	**Meeting Title:**	Town Council Meeting
Submitting Department:	Administration	**Presenter:**	Carl Pelletier
Agenda Item:	Special Event: World Championship Hill Climb	**Public Comment:**	Yes

Purpose & Policy Considerations.
The Mayor and Council consider all special event applications requesting the use of public property, services of Town personnel, road closures, temporary relief from signage, parking and overnight camping ordinances, and the issuance of malt beverage permits on behalf of the Town of Jackson.

Requested Action.
Staff is requesting Town Council to consider the special event application submitted by the Jackson Hole Snow Devils for the World Championship Hill Climb.

Recommendations.
Staff recommends the approval of the application, subject to the conditions and restrictions listed in this staff report.

Background.
The applicant, the Jackson Hole Snow Devils, request permission to host the World Championship Snowmobile Hill Climb Thursday, March 24 through Sunday, March 27, 2022. Pre-event preparations will begin on Tuesday morning, March 22, and completion of tear down/clean-up will occur on Monday, March 28. The event will begin at 7:30 A.M. each morning and on-site activities (including the competition, and food, beverage, and merchandise vendor sales) are expected to conclude by 7:00 P.M. each day.

This event has been either cancelled or modified over the course of the last year three years due to the COVID-19 pandemic, but the requests for 2022 mirror the approvals which were granted in prior to COVID. The applicant will continue to work with the Teton County Health Department in an effort to mitigate the potential spread of COVID-19 with guidelines and recommendations from the CDC.

The applicant requests the following in association with the special event application:

- The following road and parking lot closures: Phil Baux parking lot, Snow King lower parking lot; Snow King Avenue between King and Flat Creek Drive, and Cache between Karns and Aspen Drive from 7:00 P.M. on Wednesday through Sunday evening. These streets would be utilized for event trailer parking and vending.
- The following parking space closures: both sides of King Street between Snow King Avenue and Kelly Street, both sides of Cache Street between Snow King Avenue and Karns Avenue, and the west side of Cache Street between Karns and Kelly.
- Overnight RV parking at the Home Ranch parking lot from Wednesday to Sunday. Section 10.04.220 of the Municipal Code prohibits overnight parking on any lot owned by the Town.
- Permission for overnight parking for RV's on Town streets near the Snow King area Wednesday through Sunday nights. Section 10.04.300 of the Municipal Code prohibits parking on Town streets between 3:00 A.M. and 7:00 A.M. between November 1st and April 15th.
- Permission for overnight RV camping at the Fairgrounds (east of the Heritage Building) Wednesday through Sunday nights. Section 10.04.220 of the Municipal Code prohibits overnight parking on any parking lot owned, operated, leased, or maintained by the town; and Section 9.52.050 prohibits sleeping in any public place unless permission is granted by the Town Council for special events.

- Event parking Wednesday through Monday on Snow King Avenue between Flat Creek and the Parks & Recreation maintenance facility, and at the Rodeo Grounds.
- Private event parking is requested on South Cache from Snow King to Aspen Drive Wednesday through Sunday. The east side of this section will be used to "double park" vendor and contestant trailers. This is the only area where double parking will occur. The applicant is also working with Snow King and with the Gill Family (who own the northeast corner lot at Snow King and Cache) for private event parking for the duration of the event.
- Private event parking in the Town owned Snow King Center lower lot to the east of Phil Baux Park per the attached map and subject to permission from the Snow King Center lessee.
- Use of the ball field for vendor tents during the event and for the starting line. The applicant has acknowledged responsibility for damage that may occur.
- Permission to park vendor trailers partially on the sidewalk on Snow King Avenue from Cache to King to better accommodate the required 20 foot fire lane.
- A malt beverage permit for the sale of beer at the base of Snow King and at the ball field from 10:00 A.M. to 6:00 P.M., Thursday through Sunday. The beer tent will close approximately one half hour before the event is over, but not later than 6:00 P.M. The applicant will also be placing security at the event exit to prevent spectators leaving the event with open containers. This protocol was followed in years past.
- Exposition business license to allow vendors to sell products at the event. The applicant acknowledges that sales tax will be collected and turned into the State of Wyoming.
- Permission from Town Council for noise generated from the event associated with the competition, loudspeaker, and music.
- Permission to display many onsite vendor and sponsor temporary banners. Section 9.52.050 of the Municipal Code prohibits signage on public property without Town Council permission.
- Pursuant to the attached Snow Devil's letter, many of the streets in the area will be posted with temporary parking, no parking and event parking signs. CSO's will commence signage posting on Tuesday, March 22 and will continue to monitor the signs and evaluate any needed changes through Wednesday. As discussed with the Snow Devils, town staff is recommending that production and posting of parking signage within the event perimeter be the responsibility of the Snow Devils.
- Signage for handicap parking. The CSO's will post and remove this signage.
- Use of Town barricades and "Local Traffic Only" and "Detour" signage, including delivery and pick-up by Public Works personnel.

Analysis.
The application has been submitted for review and comment to all Town departments. The operating plan for this event has been reviewed by the Teton County Health Department. The applicant will personally meet with Town staff prior to the event as in years past.

Possible Alternatives.
The applicant has not provided alternatives.

Comprehensive Plan & Priority Alignment.
Special events align within the Comprehensive Plan & Community Priority Goals in addressing Town as Heart of the Region – The Central Complete Neighborhood: The Town of Jackson will continue to be the primary location for jobs, housing, shopping educational and cultural activities.
Principle 4.4 – Enhance civic spaces, social functions, and environmental amenities to make Town a more desirable Complete Neighborhood. The Town has traditionally served as the cultural, social and civic hub for Teton County and the region.
Policy 4.4.a: Maintain and improve public spaces, Policy 4.4.c: Continue traditions and community events.

Fiscal Impact.
Direct income: $400 from malt beverage permits, $988 from exposition licenses and a $27 special event application fee. Parks and Recreation has indicated that direct income from the event is approximately $1,900 for the field rental, electric access and irrigation locates. Parks and Recreation include equipment use charges totaling $1,500.

Staff Impact.
- processing catering permits and exposition permits (approximately 30 minutes),
- securing town equipment from Public Works (approximately 1 hour of staff time),
- departmental review of application (approximately 3 hours of total staff time),
- pre-event meetings with the applicant (approximately 4 hours of total staff time),
- preparation of staff report (approximately 2 hours),
- follow-up actions (approximately 2 hours),
- Police Department staff impacts include on-duty and overtime personnel for event presence and posting/maintenance of no-parking signage and road closures. There will be approximately 150 hours of overtime paid at time and a half at a total cost of approximately $6150, most of which is funded through EUDL (an underage drinking grant). Last year, the Police Department utilized five officers each day plus additional officers in the evening throughout town to augment patrol staff. The total overtime count also includes three DUI enforcement shifts.
- Public Works staff delivering and removing jersey barriers (approximately 3 hours)
- Parks and Recreation staff services including administrative meetings, irrigation locates, deliver, set-up and pick-up of bleachers, and electricity access (approximately 18 hours of staff time)

In total approximately 183.5 hours of staff time split between town, county and joint departments.

Conditions and Restrictions.
Staff recommends the approval of the special event permit application subject to the following conditions and restrictions:

1. The applicant shall abide by any additional conditions not listed in this staff report as directed by the Town Council.
2. The applicant shall abide by all state and local health orders in place during the event.
3. The applicant will work with the Teton County Health Department in efforts to implement practices that help mitigate the potential spread of COVID-19.
4. The applicant shall provide to the Town in advance of the event an insurance certificate that names the "Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers" and must also state that coverage is primary and non-contributory. Insurance limits must be at least $1,000,000/occurrence and $1,000,000 aggregate. The additional insured language on the certificate may not include any limitations or exclusions. The insurance must include alcohol liability.
5. The applicant shall provide additional trash receptacles, recycling receptacles and dumpsters at all locations including the Home Ranch parking lot, in and around the Snow King area, Snow King parking lots and the Rodeo Grounds. Trash and recycling receptacles shall not be allowed to overflow and trash and recycling shall be properly removed from all areas.
6. No vehicles, equipment, trailers, etc. shall be parked on any grass or turf areas at the site unless turf protection measures are in place and have been approved by the parks manager.
7. The applicant shall provide an adequate number of port-a-potties at the event site and shall arrange for their removal immediately at the conclusion of the event. The applicant shall ensure all port-a-potties are placed on paved areas.

8. The applicant shall post a $500 damage/clean up deposit with the Parks and Recreation Department (732-5793) prior to the event, which shall be refunded or applied as determined by the department.
9. All Parks & Recreation fees shall be paid prior to the event.
10. Vendors shall not dump hot water or other liquids on the turf.
11. The secondary clean-up day (prior to the Eco Fair special event) will occur once the snow melts and prior to any other events held in the ballpark.
12. The applicant shall coordinate all set-up needs with the Parks and Recreation park manager (732-5793) at least ten days prior to the start of the event.
13. The applicant shall place plywood or other protective material in the pit area to prevent spills and damage to the turf.
14. When moving snow at the base of Snow King, snow is to be pushed up the hill rather than being pushed down and deposited in the baseball field.
15. No stakes shall be placed in Phil Baux Park without first obtaining permission and utility locates from Parks and Recreation. Utility locates must be coordinated at least ten (10) days prior to the event.
16. The applicant shall coordinate road closures, detours and parking details with the Police and Public Works Departments at least one week prior to the start of the event. Additional barricades/signage shall be placed where determined by staff to prevent parking in red zones.
17. The applicant shall provide volunteers to be stationed at road closure barricades to check for event parking permits and to assist with traffic control and parking guidance at the Police Department's direction.
18. The applicant shall provide a sample of the parking permit for the event to the Town in advance for approval.
19. All no parking/Snow Devils reserved parking signage in the yellow, red, and orange areas depicted in the attached event map shall be produced, posted, and removed by the applicant. The Town will post the handicapped parking (blue areas) and all of the detour signage outside of the event perimeter.
20. All vehicles shuttling snow machine trailers to and from the Fairgrounds will be compliant with all posted speed limits.
21. The applicant is expected to monitor the noise levels of the event to ensure that it is conducted in a manner that reduces the likelihood that it will disturb the residents of the surrounding area or neighborhood. In the event that complaints from residents are received, the person to whom this permit is issued shall be responsible for taking reasonable steps to see that the noise is abated in a timely manner.
22. If requested by the Chief of Police, Mark Hodges shall attend daily debriefing meetings with members of the Jackson Police Department.
23. Snow Devil Board Member cell phone numbers will be provided to the Jackson Police Department for use during the event.
24. The applicant shall comply with all alcohol dispensing laws and regulations, including the prevention of sales to minors.
25. Volunteers shall be placed at the event exits to prevent spectators from leaving with open alcoholic beverage containers.
26. Beer may only be sold in cups previously approved by the Town of Jackson.
27. No more than 16 oz. of beer may be sold in a cup.
28. No more than two beers shall be sold to any person at any time.
29. No alcohol or food or other beverage shall be served in glass containers.
30. There will be no serving of alcohol to obviously intoxicated people.
31. The beer tent may open at 10:00 A.M. every day of the event. Mark Hodges will close the beer tent approximately one half hour before the event is over, but not later than 6:00 P.M.
32. All individuals serving alcohol will have TIPS training and certification.
33. Food service shall be coordinated with and approved by Teton County Environmental Health.

34. The applicant shall take measures to prevent theft from occurring at the site during overnight hours.
35. The applicant shall provide the name and phone number of a responsible person for each vendor booth for use in an emergency.
36. In addition to providing the list to the Wyoming Department of Revenue containing the names, social security numbers and addresses of all participating artists, vendors and merchants pursuant to Jackson Municipal Code Section 5.20.020 A.1.b., the applicant shall also provide that same list to the Town of Jackson Finance Department fourteen days prior to the event.
37. The applicant shall be responsible to obtain all permission necessary for the use of property noted in the application and attachments which are owned by a party other than the Town.
38. Parking is not permitted at or in any way blocking the Parks & Recreation maintenance facility, or in the Exhibit Hall parking area located across from the Fairgrounds.
39. The applicant shall ensure that the southwest entrance to the Rodeo Grounds is maintained at all times and that individuals with horse trailers are able to access their parking areas.
40. The applicant shall work with START to coordinate any route detours and to ensure that START pickup / drop off locations are not blocked by Hill Climb traffic.
41. The applicant shall have EMS staff on-site for medical emergencies during the event.
42. Fire/EMS will conduct inspections of the site and additional requirements per the International Fire Code could be enforced prior to and during the event.
43. A parking plan and enforcement of the plan will be required within the Rodeo Grounds parking areas.
44. Fire department access roads shall have and maintain a clear and unobstructed width of 20 feet and unobstructed vertical clearance of not less than 13 feet 6 inches to allow for emergency vehicle traffic along ALL areas of open and closed streets (IFC 503.2.1). Booths and tents may be erected on either side of street, however, a 20 foot straight path must be provided. All tents having an area in excess of 200 square feet shall require advance permitting through the Fire Department unless open on all sides (IFC 105.6.43).
45. Any tents larger than 400 square feet will require approval through the Fire Department. A Temporary Tent Permit Form will need to be completed and approved prior to the start of the event. This Temporary Tent Permit can be found on the Jackson Hole Fire / EMS website.
46. Tents which can hold over 50 or more occupants must provide this the Fire Department with a detailed site and floor plan detailing means of egress, seating capacity, location and type of heating and electrical equipment (IFC 3103.6).
47. Tents, canopies or membrane structures shall not be located within 20 feet of lot lines, buildings, other tents, canopies or membrane structures, parked vehicles or internal combustion engines (IFC 3103.8.2)
48. Tents must meet the flame propagation performance criteria of NFPA 701 (IFC 3104.2).
49. Combustible materials shall not be located within any tent, canopy or membrane structure in use for public assembly (IFC 3104.5).
50. All open flame devices are strictly prohibited within tents unless approved by the fire code official (IFC 3104.7)
51. Any cooking performed within tents shall require advance approval by this Department (IFC 3104.15.3 – 3104.15.7).
52. Smoking shall not be permitted in tents, canopies or membrane structures. Approved “No Smoking” signs shall be conspicuously posted (IFC 3104.6).
53. Portable 2A:10B-C fire extinguishers shall be provided, one minimum, for tents requiring permits with a 75 foot travel distance (IFC 3104.12).
54. Generators and other internal combustion power sources shall be separated from tents, canopies or membrane structures by a minimum of 20 feet and shall be isolated from contact with the public by fencing, enclosure or other approved means (IFC 3104.19).

55. All electrical/temporary power shall be in accordance with the 2011 National Electric Code and subject to inspection from this Department (IFC 605.9).
56. The applicant shall take all measures necessary to conduct the event in a safe manner, having a contingency emergency plan in place prior to the event.

Attachments or Links.
Special Event application
Temporary Sign permit application
Malt Beverage permit application
Exposition License permit application
Snow Devil's Contact List
Snow Devils Event Map
Street and Parking Closures Map
Fairgrounds Parking Map

Suggested Motion. *Council always has the option to adopt, approve with conditions, continue, or deny items*.

I move to approve the special event application made by the Jackson Hole Snow Devils for the 2022 World Championship Snowmobile Hill Climb, subject to the conditions and restrictions listed in the staff report.

Special Event Application

Submit Completed Document To:

Town Hall
Town of Jackson - Special Events
150 East Pearl Street
P.O. Box 1687
Jackson, Wyoming 83001

cpelletier@townofjackson.com
(307) 733-3932 ext. 1112 (phone)
(307) 739-0919 (fax)

A completed application must be submitted at least 21 days prior to your event.

Non-Profit Fee: $25
For-Profit Fee: $150

APPLICANT INFORMATION

Name of Event: World Championship Snowmobile Hill Climb

Name of Organization: Jackson Hole Snow Devils

Type of Organization: ☉ Non-Profit ☐ Public Agency ☐ For-Profit Business

Mailing Address: PO Box 4276

City: Jackson State: WY Zip Code: 83001

Name of Person Completing Application: Mark Hodges/Nannette Coover

Email Address: mail@snowdevils.org

Work Phone: 307-699-0450 Cell Phone: 307-413-3599

EVENT INFORMATION

Type of Event: ☐ Run / Walk ☐ Concert ☐ Filming ☐ Assembly
☐ Parade ☐ Festival ☐ Biking ☐ Education
☉ Other: Snowmobile Hill Climb

Description & Purpose of Event *(Attach additional sheets if necessary):*

Fundraising event to help non-profits in the community. Increase tourism during the winter

Location of Event: Snow King Mountain Alternative Location: N/A

Date(s) of Event: Thursday 3/24 thru Sunday 3/27 Event Operating Hours: 7:30 am - 7:00 pm

Event Set Up Begins Date: March 23, 2022 Time: 8:00 am

Event Clean Up Ends Date: March 28, 2022 Time: 6:00 pm

Special Event Application

EVENT INFORMATION (Continued)

Estimated Event Attendance (Spectators and Participants) Per Day: 3,000 Total Event: 12,000

Special Considerations (check all that apply):

- [x] Alcoholic Beverages
- [x] Cooking/Grilling
- [x] Electricity Requested
- [x] Food Sales
- [x] Merchandise Sales
- [x] Recurring Event
- [x] Ticketed Admission
- [x] Sound Amplification
- [ ] Pets or Animals
- [x] Tents
- [x] Street Closure
- [ ] Sidewalk Closure
- [x] Overnight Parking
- [x] Overnight RV Camping
- [ ] Use of Town Square

Event Co-Sponsor (s): _____

All for-profit organizations must submit a letter of event sponsorship from a non-profit organization if sales are requested on public property.

Will you be charging admission or a fee for your event? ● Yes ☐ No

Alternative Contact Information During the Event (someone besides applicant who will be on site and available for Town personnel or Police to contact during the event):
Name: see attached list Cell Phone: 307-699-0450

EVENT SITE PLAN

On a separate sheet of paper, provide a Site Plan sketch of the event. Include maps or a diagram of the entire event including the names of streets or areas that are part of the venue and the surrounding area. The plan should include the following (if applicable):

- [x] Tents (X)
- [x] Beverage Vendors (BV)
- [x] Portable Toilets (T)
- [x] Stages or Amplified Sound (SO)
- [x] Garbage Receptacles (G)
- [x] Retail Merchants (RM)
- [x] Fire Lane (FL)
- [x] First Aid / EMS (FA)
- [x] Electricity / Generator (EL)
- [x] Food Vendors (FV)
- [x] Alcohol Vendors (A)
- [x] Hand Washing Sink (HWS)
- [x] Bleachers (BL)
- [x] Recycling Receptacles (RR)
- [x] Security (P)
- [x] Fire Extinguishers (EX)
- [x] Barricades (B)
- [x] Trailers, Vehicles, Storage (TR)

Fire hydrants or sidewalk curb breaks that are used for ADA accessibility may not be blocked at any time.

Special Event Application

STREET / SIDEWALK / PUBLIC PARKING LOT - CLOSURE REQUESTS

Will the event close any street, sidewalk, alley or public parking lot? ☑ Yes ☐ No

Area of Closure Request	Date(s)	Start Time	End Time
Please see attached letter/plan/map			

The applicant will be responsible for production, posting and removal of "No Parking" and "Handicap Parking" signs along Town streets where public parking spaces exist within the event site. If the event involves a closure this will be need to be coordinated with the Jackson Police Department at least 2 weeks prior to the requested closure date. Jackson Police Department: (307) 733-1430. All parking signs, road signs, cones and barricades must be taken down immediately following the event's ending time.

Will the event restrict / close access to any public parking spaces? ☑ Yes ☐ No

If "Yes", how many parking spaces will be unavailable due to the event: _____ parking spaces

Will the event closure requests impact any START Bus routes? ☑ Yes ☐ No

If "Yes", which routes will be impacted? Has START Bus been contacted about this impact?

Route Description: _____ START Bus contacted? ☑ Yes ☐ No

RESIDENT AND/OR BUSINESS NOTIFICATION

Events that require road closures, parking space closures, or sidewalk closures or may cause disruption for the Town of Jackson residents, businesses, churches, etc. may be required to mail or hand deliver notification to the affected parties within a two block radius at least one week prior to the event's Town Council consideration meeting. Notices must reflect the date(s), day(s), time(s) and location(s) of the event, types of activities taking place at the event, the event coordinator's contact information and the date and time of the Town Council meeting.

Have you provided a sample of the notice and a proposed list of recipients?

☑ Yes ☐ No

Special Event Application

TOWN EQUIPMENT REQUESTS

Indicate the type and the quantity of items that you are requesting:

YES _____ Large Street Barricades

_____ Small Sidewalk Barricades

_____ 28 Inch Street Cones

_____ Candlestick Cones

YES _____ "Road Closed" Street Signs

YES _____ "Local Traffic Only" Street Signs

YES _____ "Detour" Street Signs

_____ 32-Gallon Recycling Bins

- The equipment above can be arranged through the Public Works Department (307) 733-3079. A $500 deposit will be required at the time of pick-up for equipment. The applicant is responsible for arranging the pick up of equipment from the Public Works Department as well as returning equipment immediately following the event. The Town of Jackson will only deliver equipment to parades and Town sponsored events.

- The Town of Jackson has a very limited number of recycling bins that can be utilized as part of your event's recycle plan. The applicant will be responsible for emptying the recycle containers and cleaning the bins before they are returned to the Public Works Department.

- If you are uncertain of the exact number of equipment needed please feel free to contact either the special event coordinator or the Public Works Department for additional information.

- Additional equipment such as bleachers, electrical spiderboxes, etc., can be requested through the Parks and Recreation Department (307) 732-5753.

TOWN SERVICES REQUESTS

Indicate the Town services that you are requesting. *Please note: you will need to coordinate services with individual departments and a fee may be associated with your request.*

POLICE DEPARTMENT (307) 733-1430

- ☐ Event Security
- ☐ Mounted Horse Patrol
- ☑ Traffic Control
- ☐ Race Lead Vehicle
- ☐ Parade Lead Vehicle
- ☑ General Presence
- ☐ Towing / Ticketing
- ☐ Assistance with Parking Closures
- ☑ Assistance with Street Closures

Please describe in detail your request: _____

The Chief of Police determines if police services will be needed at the special event for public safety concerns. The Chief of Police will also determine the number of police officers to staff the event. Fees may be associated with the need for additional police services at the event.

Special Event Application

TOWN SERVICES REQUESTS (Continued)

PUBLIC WORKS DEPARTMENT (307) 733-3079

☐ Street Sweeping ☐ Snow Removal ☐ Street Marking

Please describe in detail your request

PARKS AND RECREATION DEPARTMENT (307) 732-5753

☑ Irrigation Locates - Any event placing stakes in turf must obtain irrigation locates.

☑ Electricity Access

☐ Turf / Tree Care - Any additional mowing, raking, trimming or spraying needs.

☐ Additional Public Restroom Cleaning

Please describe in detail your request: _____

_____

**Please note: if you are requesting the use of a public park or public ball field you must confirm and reserve your space through the Parks and Recreation Department. The only exception is George Washington Memorial Park (Town Square), which does not require a reservation form.*

Is the requested event site a public park or ball field? ● Yes ☐ No

If "Yes", has the site been reserved with Parks and Recreation? ● Yes ☐ No

FIRE / EMS DEPARTMENT (307) 733-4732

☐ Foot Patrol ☐ Ambulance ☐ Fire Engine

☐ Rescue Truck ☐ Bicycle Patrol ☐ Event Site Inspection

Please describe in detail your request: _____

_____

Special Event Application

TOWN SERVICES REQUESTS (Continued)

START BUS **(307) 732-8651**

☐ Event Specific Shuttle(s)

Please describe in detail your request: _____

_____

VOICE / MUSIC AMPLIFICATION REQUESTS

Will your event have any amplified sound? ● Yes ☐ No

If "Yes", please indicate times: Start Time: 8:00 am Finish Time: 7:00 pm

Will your event feature any musical entertainment? ☐ Yes ● No

If "Yes", please attach the schedule of any music or entertainment proposed to occur during event.

SIGN or BANNER REQUESTS

Are you requesting to hang signs or banners? ● Yes ☐ No

If "Yes", have you completed a sign permit application? ● Yes ☐ No

A Sign Permit Application will need to be submitted along with this application if signs are requested. This permit can be accessed on the Town of Jackson website or through the Planning Department.

INSURANCE REQUIREMENTS

An insurance certificate is required prior to the start of your event. This certificat must name the "Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers" and must also state that coverage is primary and non-contributory is required for every event. Insurance limits must be at least $1,000,000/occurrence and $1,000,000 aggregate. **The additional insured language on the certificate may not include any limitations or exclusions.** Insurance certificates are subject to the review and approval of the Town Attorney. Please be sure to include alcohol liability if there will be alcohol at the event. You must supply insurance before your event.

A certificate of insurance is attached: ● Yes ☐ No

Special Event Application

PORTABLE RESTROOMS AND SINKS

The Town of Jackson requires the applicant to provide additional chemical toilets or portable toilets for all events with an anticipated peak time attendance exceeding 75 people.

You are required to provide portable restroom facilities at your event unless you can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to the public during your event. The Town of Jackson may determine the total number of required restroom facilities required on a case-by-case basis based on the presence of food and drink at the event and the maximum number of attendees at your event during peak time. The Town of Jackson may determine that you need to coordinate with Parks and Recreation for additional public restroom cleanings if you intend on using a public restroom as part of your restroom facility plan.

Do you plan to provide portable restroom facilities? ● Yes ☐ No

If "Yes", please indicate the total number of portable toilets and number of ADA accessible toilets.

Total Number of Portable Toilets: 40 Number of ADA Accessible Portable Toilets: 6 - 7

If "No", please explain: _____

Portable restrooms may not be located within 50 feet of any food vendor.

Restroom Company: Macy's

Restroom Drop off / Pick Up Date for Drop Off: 3/23/22 Time for Drop Off: 8:00 am

Date for Pick Up: 3/28/22 Time for Pick Up: 10:00 am

ALCOHOL

Will there be alcoholic beverages at the event? ● Yes ☐ No

Will you be offering any alcoholic beverages besides beer? ☐ Yes ● No

If "Yes", what will be offered in addition to beer? _____

If you are planning on serving alcoholic beverages at your event, then either a completed Malt Beverage Permit (beer only) or Catering Permit (beer, wine and/or spirits) must be submitted. You can access these applications on the Town of Jackson website.

Special Event Application

VENDORS / MERCHANTS / SALES

Will anything be sold at your event? ● Yes ☐ No

If you are planning on selling items at your event then you will need to complete either an Exposition Business License (for 2 or more vendors) or a Transient Merchant License (for 1 vendor). A complete list of vendors, including a vendor tax ID, must be submitted to the Town of Jackson and to the State of Wyoming's Department of Revenue prior to the event. Both the Exposition License and the Transient Merchant License are on the Town of Jackson's website.

Please describe any sales activity at your event:

Will any food or beverages be sold at your event? ● Yes ☐ No

If "Yes", you will need to contact the Teton County's Department of Environmental Health prior to the event (307) 732-8490.

TRASH REMOVAL PLAN

All events are required to have a plan for the collection removal of trash during and after the event. The trash receptacles located in the Town parks, parking lots, ball fields, sidewalks and public restrooms should not be included in the waste removal plan. ***For assistance with formulating a Trash Removal Plan please contact Integrated Solid Waste and Recycling at (307) 732-5771.***

Will you be using a waste company for your waste removal plan? ● Yes ☐ No

If "Yes", which company will you be using? Westbank Sanitation

How many trash receptacles will be supplied for your event? A lot :-)

When will the trash receptacles be delivered? Wednesday 3/23/22

When will the trash receptacles be picked up and removed from site? Monday 3/28/22

Describe your plan for the collection and removal of trash during your special event:

Volunteers dump trash throughout the day. At the end of the day the dumpsters are emptied by Westbank Sanitation.

Applicants are responsible for cleaning and restoring the site immediately following the event. Please pick up all trash associated with your event including, but not limited to paper, bottles, cans, signs, course markings, etc. The cost of any employee overtime incurred because of an applicant's failure to clean / restore the site following the event will be borne by the applicant and will be considered in future application requests. If you believe that no litter will be generated during your event please state this in your plan.

Special Event Application

SUSTAINABLE EVENT PLANNING

The Town of Jackson encourages all special events to strive to be sustainable in our community and for our environment. We have partnered with the ***Teton County Integrated Solid Waste and Recycling (ISWR)*** *to offer opportunities to help your special event to be as "green" as possible. Opportunities available:*

- ☐ Rental / Use of Recycling Bins for Special Events
- ☐ Use of JH20 Water Bottle Refilling Station for Special Events
- ☐ Consultation on Conducting Green Special Events

Please contact the Waste Diversion and Outreach Coordinator at ISWR at 307-732-5771.

RECYCLING PLAN

All events are required to have a plan for the collection and removal of recyclable materials during and after the event. The recycling receptacles located in the Town parks, parking lots, ball fields, sidewalks and public restrooms should not be included in the recycling collection and removal plan. ***For assistance with formulating a Recycling Plan please contact Teton County Integrated Solid Waste and Recycling (ISWR) at (307) 732-5771.***

Will you be using a company for your recycling plan? ● Yes ☐ No

If "Yes" which company will you be using? Integrated Solid Waste & Recycling

How many recycling receptacles will they (or you) supply for your event? Many

When will these recycling receptacles be delivered? Wednesday 3/23/22

When will recycling receptacles be picked up and removed from site? Monday 3/28/22

Describe your plan for collection and removal of recyclable materials during your special event:
Same as the trash removal

Applicants are responsible for cleaning and restoring the site immediately following the event. If you believe that no recyclable materials will be generated during your event please state this in your plan. For a list of recyclables and how they need to be sorted, or for information about where the recycling bins are located call ISWR (307) 732-5771.

Special Event Application

SIGNIFICANT EVENT CHANGES

Has this event been approved in the Town of Jackson in previous years?

● Yes ☐ No

If "YES" please indicate any significant changes to the event request since its last approval:

STANDARD CONDITIONS OF APPROVAL

Please review the following standard list of conditions and restricts for events. Initial the bottom of each page indicating that you have read, understand and agree to these conditions and restrictions.

GENERAL

The event shall be conducted in a timely, safe and professional manner.

All town ordinances, including, but not limited to noise, possession and use of weapons, open fires and animals (including the prohibition of dogs in any town park) shall apply to all events except where specifically granted relief by the Town Council.

The applicant shall advise and instruct all participants, volunteers, vendors, merchants and spectators on event conditions, restrictions, prohibitions and responsibilities as indicated by the Town Council in the staff report.

Initials: MH

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

TRASH / CLEAN UP

The applicant shall clean up immediately following each event and shall be responsible for the collection and removal of all refuse generated by the event.

If trash will be generated from the event, then the applicant must supply extra trash and containers and dispose of all trash generated by the event. Trash containers shall not be permitted to overflow.

If recyclable materials are generated from the event, then the applicant is required to provide recycling containers and provide for the removal of all recycled material. Recycling containers shall not be permitted to overflow.

STREETS

Fire department access roads shall have and maintain a clear and unobstructed width of 20 feet and unobstructed vertical clearance of not less than 13 feet 6 inches to allow for emergency vehicle traffic along ALL areas of open and closed streets (IFC 503.2.1). Booths and tents may be erected on either side of street, however, a 20 foot straight path must be provided.

SIDEWALKS

The applicant shall not block walkways or otherwise obstruct pedestrian traffic.

All walkways, boardwalks, entrances and ADA ramps must be kept open and unobstructed at all times

All power and sound cords that cross walkways shall be taped and secured to avoid a tripping hazard.

POWER / ELECTRICAL

Electrical power is available from Town Square. The applicant shall coordinate all power needs with the Parks & Recreation Department's Park Manager (307-733-5057) at least three (3) business days prior to the event.

All power and sound cords that cross walkways shall be taped and secured to avoid a tripping hazard.

All electrical/temporary power shall be in accordance with the 2011 National Electric Code and subject to inspection from this Department (IFC 605.9).

ADDITIONAL PERMIT & LICENSE FEES

The applicant shall apply and pay for all licenses and/or permits prior to the events.

Initials: MH

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

TOWN EQUIPMENT

The use of the Parks & Recreation Department bleachers shall be coordinated through that department (307) 732-5753.

Barricade, road sign, cone and recycle bin use shall be coordinated through the Public Works Department. The applicants shall be responsible for pick up, setup, placement and disassembly and return. All equipment use require a $500 damage deposit that must be submitted at the time of pick up at the Public Works Department to protect against any loss or damage.

All barricades, cones, bins and road signs must be removed immediately following the event. These items must be returned the same location as they were picked up.

PORTABLE RESTROOMS

If applicable, the applicant shall provide an adequate number of port-a-potties at the event site and shall arrange for their removal immediately at the conclusion of the event.

The applicant shall ensure all port-a-potties are placed on paved areas.

INSURANCE

The applicant and all participating organizations are required to maintain liability insurance in the amount of $1,000,000.00. Prior to the event, each organization shall provide a certificate of insurance naming the Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers and must also state that coverage is primary and non-contributory. The Town Attorney shall approve all certificates of insurance.

FOOD / VENDING

The applicant shall obtain the necessary food service permits from Teton County Environmental Health.

The applicant shall provide additional trash receptacles in the food service areas.

Per Section 5.20 of the Municipal Code: The applicant shall be responsible for ensuring that all sales tax receipts are remitted to the Wyoming Department of Revenue and in no event later than the thirtieth day of the month following the exposition [and] acquire and keep on file names, addresses and phone numbers of all participants.

In addition to providing a list of all participating vendors, artists, and merchants, along with their social security numbers and addresses, to the Wyoming Department of Revenue, pursuant to Jackson Municipal Code Section 5.20.020 A.1.b., the applicant shall also provide that same list to the Town of Jackson Finance Department.

Vendors shall not dump hot water or other liquids on the turf. Initials: MH

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

ALCOHOL

The applicant shall take all measures necessary to comply with applicable alcohol dispensing laws and regulations, including the prevention of sales to and consumption by minors and the prohibition of consumption off the authorized premises. All ID's must be checked and ID bracelet system may be required.

Only 16oz or small plastic cups are used for beer and alcohol sales.

No alcohol shall be served in bottles or glass containers.

The applicant shall be responsible to be alert to and report any instances of underage drinking to the Jackson Police Department.

It is recommended that servers be TIPS trained prior to serving alcohol. No "over serving" shall be allowed to occur or serving to obviously intoxicated persons.

Participants shall not be permitted to leave the event with open containers.

No more than two beers shall be sold to any person at any one time.

TOWN PARKS

The applicant shall coordinate the use of any public park (including the Town Square), including reservations, paperwork and applicable fees, with the Parks and Recreation Department.

The applicant shall coordinate park reservation and the payment of Parks & Recreation fees at least 30 days prior to the event.

The applicant is required to provide turf protection in front of and behind any table or other exhibit where crowds will stand. The applicant shall abide by all Parks & Recreation Department recommendations with regards to turf protection.

Vehicles are prohibited on all turf areas of any park or anywhere within the Town Square.

No trees or other forestry may be moved, modified, damaged or destroyed to set up booths, tents, or exhibits. No ropes, exhibits, signs, banners or booths may be secured to any live forestry.

Use of Town Square shall be subject to the submission to and approval of staff of a detailed site plan, indicating set-up, safety procedures and turf protection, and the imposition of such other conditions or restrictions deemed necessary.

Irrigation locates are required if stakes are placed in the ground. Applicant may forfeit damage deposit if an irrigation locate is not conducted and irrigation equipment is damaged.

Per Municipal Code, dogs are not allowed in Town Parks. Initials: MH

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

TENTS

Irrigation locates are required before any tents may be erected or stakes or any other items are placed in any public park, including the Town Square. The applicant shall coordinate all water locates with the Parks & Recreation Department's Park Manager (307-732-5793) at least three (3) business days prior to the event.

All tents having an area in excess of 200 square feet shall require advance permitting through the Fire Department unless open on all sides (IFC 105.6.43).

Tents which can hold over 50 or more occupants must provide the Fire Department with a detailed site and floor plan detailing means of egress, seating capacity, location and type of heating and electrical equipment (IFC 3103.6).

Tents, canopies or membrane structures shall not be located within 20 feet of lot lines, buildings, other tents, canopies or membrane structures, parked vehicles or internal combustion engines (IFC 3103.8.2).

Tents must meet the flame propagation performance criteria of NFPA 701 (IFC 3104.2).

Combustible materials shall not be located within any tent, canopy or membrane structure in use for public assembly (IFC 3104.5).

Smoking shall not be permitted in tents, canopies or membrane structures. Approved "No Smoking" signs shall be conspicuously posted (IFC 3104.6).

All open flame devices are strictly prohibited within tents unless approved by the fire code official (IFC 3104.7)

Portable 2A:10B-C fire extinguishers shall be provided, one minimum, for tents requiring permits with a 75 foot travel distance (IFC 3104.12).

Any cooking performed within tents shall require advance approval by the Fire Department (IFC 3104.15.3 – 3104.15.7).

Generators and other internal combustion power sources shall be separated from tents, canopies or membrane structures by a minimum of 20 feet and shall be isolated from contact with the public by fencing, enclosure or other approved means (IFC 3104.19).

FAIR GROUNDS / RODEO GROUNDS

All use of the Rodeo Grounds shall be coordinated through and subject to the approval of the Fair Manager under the authority of the Parks and Recreation Department.

Anyone camping at the Rodeo Grounds shall indicate that they are affiliated with the group by placing a card in the windshield of their vehicle. Campers are reminded that fires are not permitted.

Initials: MH

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

ROAD CLOSURES / PUBLIC PARKING CLOSURES

The applicant shall notify all business, residences, churches, etc. affected by the street closures and public parking closures prior to the public hearing.

The applicant shall notify, in advance, all business, residences, churches, etc. affected by the street closures and public parking closures and shall provide advance community radio and/or newspaper announcements regarding the event and the closures.

The applicant shall coordinate all road closures with the Police Department and shall provide an adequate number of volunteers to assist with traffic control and barricade setup/removal during each event.

The applicant shall coordinate all road closures with START, Fire/EMS, Public Works and the Police Department. Volunteer placement and assignments shall be reviewed and approved in advance with the Police Department.

The applicant shall be responsible for producing, posting and removing the temporary No Parking signs. No Parking signs must be posted two days prior to the parking closures. The applicant should meet with the Police Department two weeks prior to the event to discuss the procument, posting and removal of the signs.

Emergency vehicle access lanes shall be maintained during the event.

FIREWORKS

All fireworks displays must be approved by the Fire Chief prior to the event.

The Fire Department will monitor the firing area potential for wildfire. The Department will make recommendations directly to the applicant for mitigation and will give final approval the day of the event.

The application shall be subject to the review and approval of the Fire Department and any additional conditions or restrictions placed by such Department.

Please note, that the conditions and restrictions listed above are standard for special events held in Town, additional conditions or restrictions may be required by the Town Council and/or staff upon further review of the application.

I have read and understand the standard conditions for events. I have answered all of the questions in this application truthfully and to the best of my knowledge.

APPLICANT: eSigned via SeamlessDocs.com Mark Hodges Key: d006bb9c9987956c6be92b86b94d9294 _____
Signature

APPLICANT: Mark Hodges _____
Printed Name

DATE: 01/10/2022 _____

TITLE: President _____

TEMPORARY SIGN PERMIT APPLICATION

Planning & Building Department

150 East Pearl Ave.
P.O. Box 1687
Jackson, WY 83001

ph: (307) 733-0440
www.townofjackson.com

First, go to www.townofjackson.com/245/Temporary-Sign-Permit for process and other necessary information.

EVENT NAME:

Event Name: World Championship Snowmobile Hill Climb Physical Address of Event: Snow King Mountain

Description of Event: Snowmobile Hill Climb

Grand Opening _____ Yes _____ No X

EVENT SPONSOR/APPLICANT: Name:

Mailing Address: Jackson Hole Snow Devils Phone: 307-699-0450

E-mail: PO Box 4276 mail@snowdevils.org ZIP: 83001

Jackson, WY Non-Profit: X For Profit: _____

TEMPORARY BANNER LOCATION: Consent from Property Owner Required

Business/Description: Banners will hang
Physical Address: inside of the event
Dates of Display: 3/24/2022 - 3/27/2022
Consent from Owner Obtained? Yes____ No X

Business/Description: _____
Physical Address: _____
Dates of Display: _____
Consent from Owner Obtained? Yes____ No____

Business/Description: _____
Physical Address: _____
Dates of Display: _____
Consent from Owner Obtained? Yes____ No____

Business/Description: _____
Physical Address: _____
Dates of Display: _____
Consent from Owner Obtained? Yes____ No____

SUBMITTAL REQUIREMENTS. Have you attached the following? Please answer accordingly.

Yes ____ No ____ Illustration of each proposed sign that includes dimensions, colors, materials and type of sign.

Yes ____ No ____ Installation specifications, and any structural details or specifications required for freestanding signs.

Under penalty of perjury, I hereby certify that I have read this application and state that, to the best of my knowledge, all information submitted in this request is true and correct. I agree to comply with all county and state laws relating to the subject matter of this application, and hereby authorize representatives of the Town of Jackson to enter upon the above-mentioned property during normal business hours, after making a reasonable effort to contact the owner/applicant prior to entering.

Mark Hodges
Signature of Authorized Event Applicant

2/1/2022
Date

Mark Hodges
Applicant Name Printed

President
Title

24-HOUR ALCOHOL BEVERAGE PERMIT APPLICATION

Application for authorization to sell or serve alcoholic beverages at an event, under the temporary permit-type selected below.

Fee $_____

Date Pd:_____

APPLICANT.

Name of Person Requesting Permit: (please print)	Mark Hodges
Organization:	Jackson Hole Snow Devils
Phone:	307-699-0457

EVENT INFORMATION. Complete the following information about the event.

Name of Event:	World Championship Snowmobile Hill Climb	Purpose:	
Held at: (business name)	Snow King Mountain	List the **Date(s)** and **Hours** that Alcohol will be Available:	Thursday March 24, 2022 –
Address: (location to be permitted)	Snow King Avenue		Sunday March 27, 2022
Anticipated number of attendees at any given time:			10:00 am - 6:00 pm

SELECT THE TYPE OF 24-HOUR PERMIT. Refer to Application Packet for details about each permit type.

☐ **CATERING PERMIT** - *allow 3 days for processing*

$20.00 per day

For the sale or serving of alcoholic product which was purchased from the retail or resort liquor license holder who authorized this permit application.

This permit must be agreed to and authorized by a current retail or resort liquor license holder.

Name of Retail or Resort Liquor License Holder:

Authorized Signature: _____

Print Name: _____

☒ **MALT BEVERAGE PERMIT** - *allow 21 days for processing*

$50.00 per day

For the sale or serving of only malt beverages.

Applicant must submit proof of current alcohol server education training with this application.

☐ **MALT BEVERAGE PERMIT FOR A MICROBREWERY** - *allow 21 days for processing*

Permitted Microbrewery Only

$50.00 per day

For the sale or serving of only the microbrewery's own brewed malt beverage product away from their licensed premises.

Applicant must submit proof of current alcohol server education training with this application.

Authorized Signature: _____

Print Name: _____

☐ **MANUFACTURER'S OFF-PREMISES PERMIT** - *allow 21 days for processing*

Licensed Manufacturer Only

$50.00 per day

For the sale or serving of only the manufacturer's own Wyoming manufactured product away from their licensed premises.

Authorized Signature: _____

Print Name: _____

All permit holders are responsible for abiding by all applicable alcohol dispensing regulations. These regulations include, but are not limited to:

- Confirm age of participants by checking identification; ensure minors are not served alcohol.
- Complimentary alcohol is not available for self-service.
- Control pouring to curb overserving individuals.
- Prohibit participants from leaving the permitted location with alcohol.
- Non-alcoholic beverage options are encouraged.

By filing this application, I agree to comply with State and Local Liquor Regulations regarding the sale and service of alcoholic beverages.

Mark Hodges — *Applicant's signature*

2/1/2022 — *Date*

Fax to Town Clerk 739-0919

Rev. MAR.2020

Exposition License Application

All information on both sides of this form must be fully completed. Failure to complete any item will delay the processing of your application. All payments shall be made at the time of application and shall be non-refundable unless an application is denied. If the Town denies a business license application, the entire fee, less a $44.00 application fee will be refunded. An application for a business license must be submitted and approved by the Town before the business can begin operations.

License will be DELAYED and can potentially be DENIED if iny information is incomplete

Application Fee:

For Profit Businesses	Not for Profit Businesses
$123.00 per day for any event with 5 or fewer vendors	*$62.00 per day for any event with 5 or fewer vendors*
$247.00 per day for any event with more than 5 vendors	*$123.00 per day for any event with 5 or more vendors*

PO Box 1687, Jackson, WY 83001
(307)733-3932 F: (307)739-0919
www.jacksonwy.gov

APPLICANT **PLEASE PRINT LEGIBLY**

Business/OrganizationName: Jackson Hole Snow Devils

Doing Business As (*dba*) Name: World Championship Snowmobile Hill Climb

Nature of Exposition:

Is the Buisness/Organization a:
- ☐ Corporation ☐ Partnership ☐ Sole Proprietorship
- ☒ Non-profit Organization (please attach copy of 501(C)(3))
- ☐ Other (please explain):

Physical Address of Expo: Snow King Ave

Is the property rented/leased or owned? Yes ☐ No ☐

If the Property is rented/leased, Name of the Property Owner:

Property Owner's Mailing Address:

Notarized Letter of Authorization must accompany this application if the location is Rented/Leased

Property Owner's Phone Number:

Date of Expo: 3/24/2022 - 3/27/2022 **Time of Expo:** 7:00 am - 7:00 pm

Business/Organization Physical Address:

Business/Organization Phone number: 307-699-0450 **Business Email Address:** mail@snowdevils.org

Business/Organization Mailing Address: PO Box 4276 Jackson, WY 83001

WY Sales Tax Number: **Federal Employer's ID Number:**

List Information for all Owners/Officers/Partners REQUIRED | License will be DENIED if incomplete

Name as it appears on Driver's Licence	Driver Licence #	State	DOB	Phone number
Mark Hodges, President	101907822	WY	1/24/1967	699-0450
Winnette Cowan, Secretary	100954205	WY	9/18/1965	413-3599

How many businesses or organizations will the exposition include? Will submit when we have a completed list **Attach a list of ALL Vendors**

Business is a: ☒ Sales Tax Collecting Business ☐ Non Sales Tax Collecting Business

Have you obtained all necessary permits/inspections/fees, as required by the Town of Jackson? ☒ Yes ☐ No

If not, please explain: in process

Will a sign or banner be posted? ☒ Yes ☐ No

The undersigned hereby certifies that the foregoing information is accurate and agrees to comply with all laws and ordinances of the Town of Jackson applicable to the subject matter thereof.

I, Nannette Coover, do hereby swear and affirm the information I have supplied in this application is true and correct to the best of my knowledge.

STATE OF WYOMING)
)ss
COUNTY OF TETON)

Nannette Coover
Signature of applicant

SUBSCRIBED AND SWORN TO BEFORE ME BY Nannette Coover (printed name of applicant)

This 1st day of February 2022

WITNESS my hand and official seal

COURTNEY HODGES - NOTARY PUBLIC
COUNTY OF TETON
STATE OF WYOMING
MY COMMISSION EXPIRES JANUARY 24, 2023

Courtney Hodges
Notary Public

For Official Use Only – Please Do Not Write Below This Line

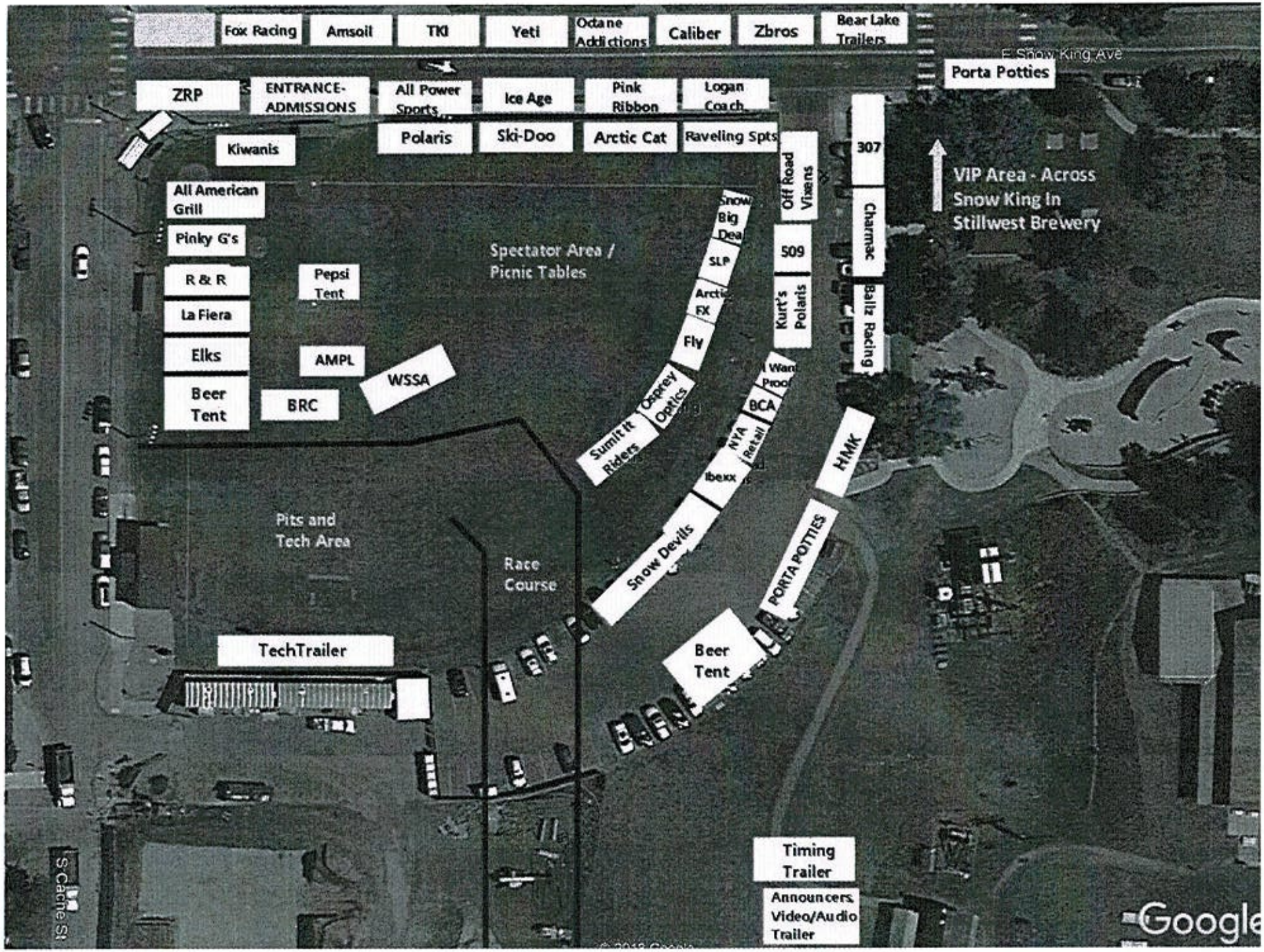
Business is:		Home Occupation			Home Business		Other
Zoning:	UC	UC2	UR	AR	AC	SR	R
	BC	NC	NC2	OP	RB	BP	MHP

Business Physical Location: Within Town Limits In Teton County Out of Teton County

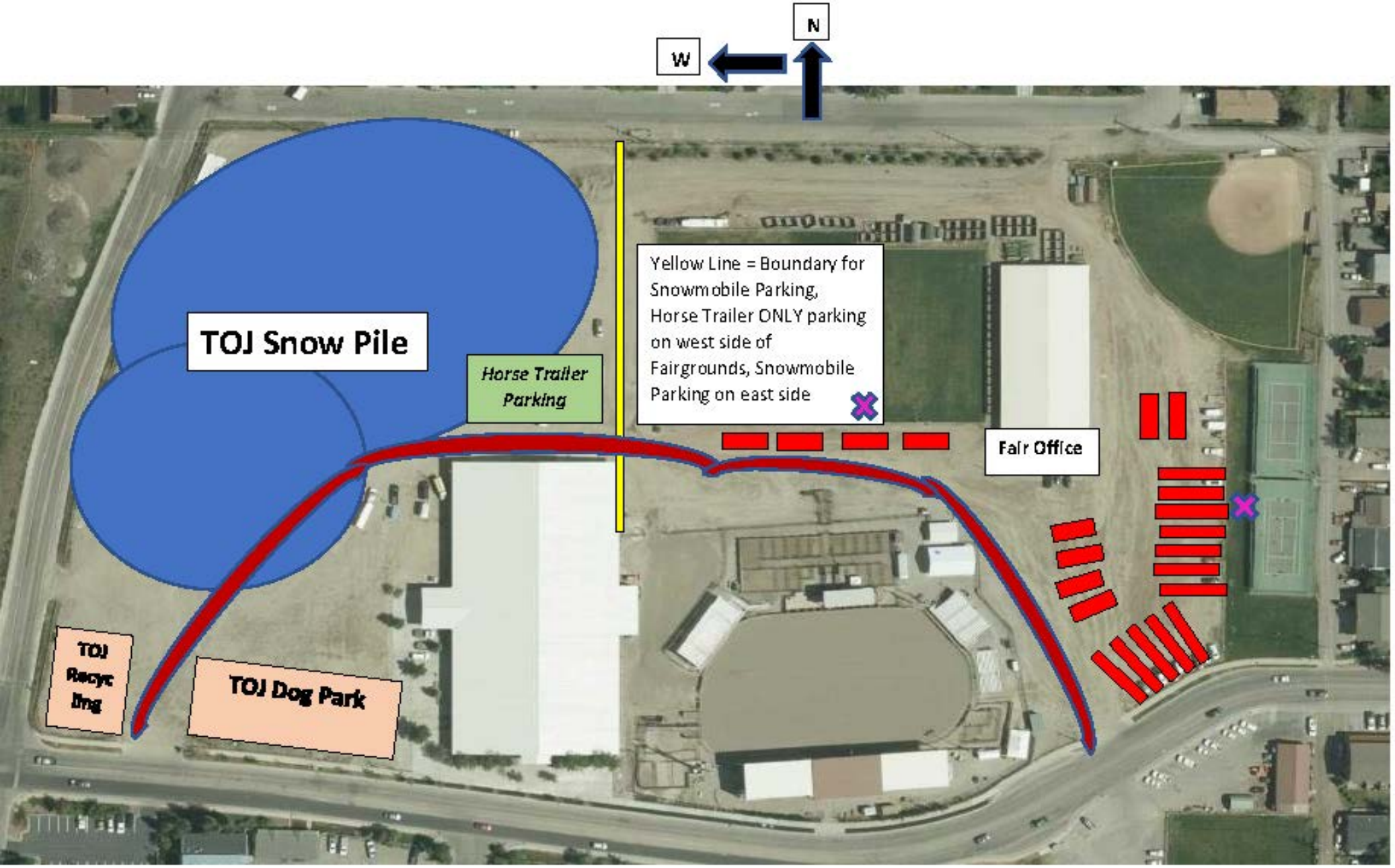
Approving Department	Initials	Date Approved	Comments
Building Department			
Fire Department			
Planning Department			
License Fee	$	Date Paid	

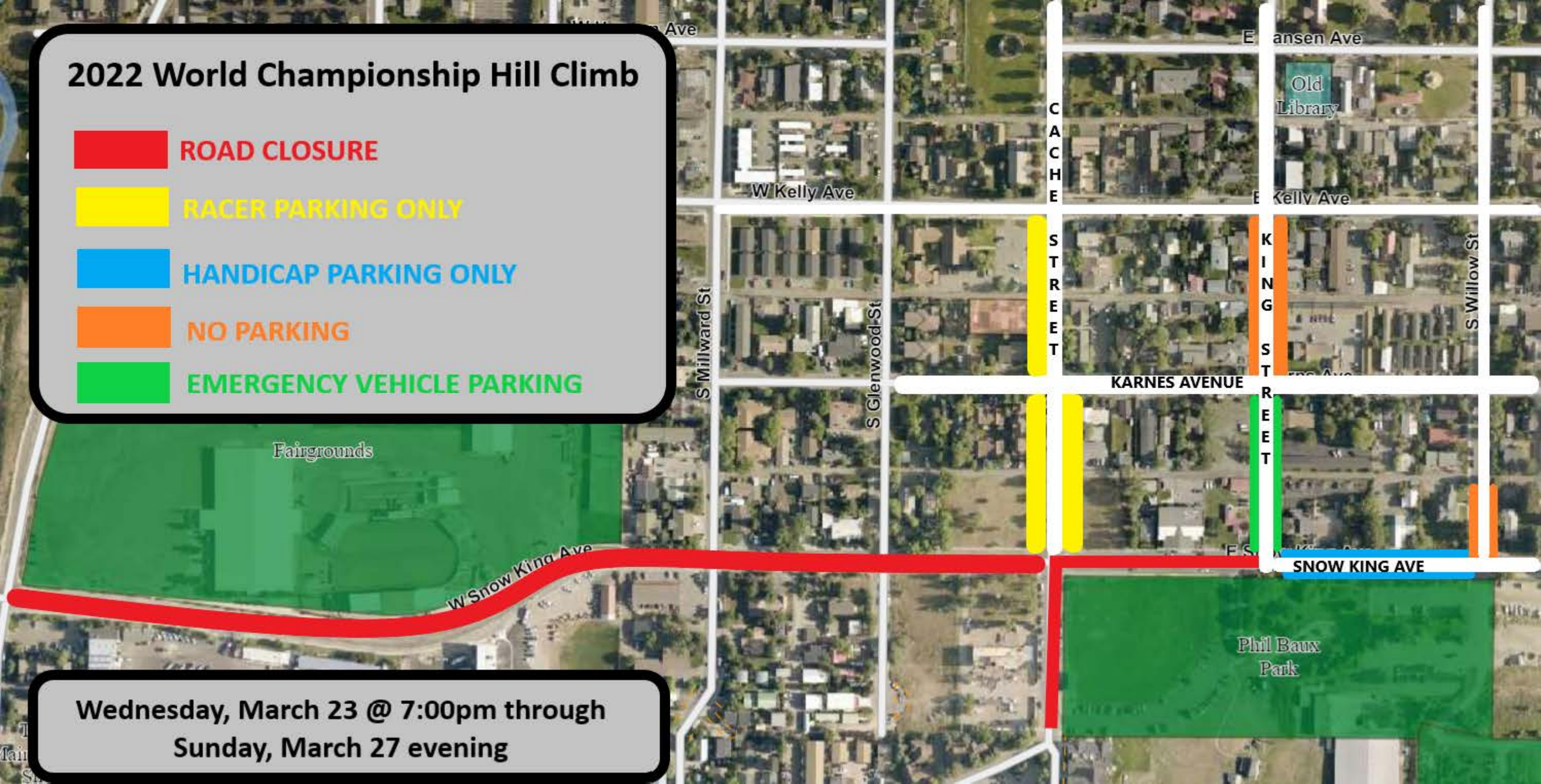
Contact Information

Primary Contact	Mark Hodges	699-0450
Secondary Contact	Jeff Toolson	690-0352
Announcer	Glen Gillis	208-339-2026
SD Board Member	Nan Coover	413-3599
SD Board Member	Bryan Pack	413-3869
SD Board Member	Todd Taylor	413-1914
SD Board Member	Katie Toolson	690-5283
SD Board Member	Judy Peters	690-1317
SD Board Member	RJ Crosland	307-248-2411
SD Board Member	Mike Robertson	413-4200
SD Board Member	Dani Raver	413-1697
SD Board Member	Joe Anderson	413-3323


Fox Racing
Amsoil
TKI
Yeti
Octane Addictions
Caliber
Zbros
Bear Lake Trailers
E Snow King Ave
Porta Potties
ZRP
ENTRANCE-ADMISSIONS
All Power Sports
Ice Age
Pink Ribbon
Logan Coach
Polaris
Ski-Doo
Arctic Cat
Raveling Spts
Kiwanis
307
VIP Area - Across Snow King In Stillwest Brewery
All American Grill
Pinky G's
Spectator Area / Picnic Tables
Off Road Vixens
Charmac
509
Ballz Racing
Kurt's Polaris
R & R
Pepsi Tent
La Fiera
Elks
AMPL
WSSA
Beer Tent
BRC
Fly
Osprey Optics
Sumit It Riders
BCA
NYA Retail
Ibexx
HMK
Pits and Tech Area
Race Course
Snow Devils
PORTA POTTIES
TechTrailer
Beer Tent
Timing Trailer
Announcers, Video/Audio Trailer
S Cache St
Google


WWW.REACTIONPHOTO.COM


N
W
TOJ Snow Pile
Horse Trailer Parking
Yellow Line = Boundary for Snowmobile Parking, Horse Trailer ONLY parking on west side of Fairgrounds, Snowmobile Parking on east side
Fair Office
TOJ Recycling
TOJ Dog Park


2022 World Championship Hill Climb
ROAD CLOSURE
RACER PARKING ONLY
HANDICAP PARKING ONLY
NO PARKING
EMERGENCY VEHICLE PARKING
Wednesday, March 23 @ 7:00pm through
Sunday, March 27 evening
W Kelly Ave
E Kelly Ave
E Hansen Ave
Old Library
CACHE STREET
KING STREET
KARNES AVENUE
SNOW KING AVE
S Millward St
S Glenwood St
S Willow St
Fairgrounds
W Snow King Ave
Phil Baux Park

STAFF REPORT

Meeting Date:	February 22, 2022	**Meeting Title:**	Regular Meeting
Submitting Department:	Administration	**Presenter:**	Carl Pelletier
Agenda Item:	Special Event: Rendezvous Spring Festival	**Public Comment**	Yes

Purpose & Policy Considerations.
The Mayor and Council consider all special event applications requesting use of Town property, the closure and restricted use of Town streets, temporary parking restrictions, and temporary relief from Town ordinances.

Requested Action.
Staff is requesting Town Council consider the special event application submitted by the G7 Entertainment Marketing and the Jackson Hole Travel and Tourism Board to host the Rendezvous Spring Festival concert on the Town Square on Friday, April 1.

Recommendations.
Staff recommends approval of the application, subject to the conditions and restrictions listed in this staff report.

Background.
In 2015 the first Rendezvous Spring Festival concert on the Town Square was held. The even has been held annually with the exception of 2020 and 2021 due to the COVID pandemic. This free concert on the Town Square is being produced by G7 Entertainment Marketing and is supported by the Jackson Hole Travel and Tourism Board. Friends of Pathways is the nonprofit partner of the 2022 Rendezvous Spring Festival. Historically the Festival consists of 2 free concerts: a Friday night concert on the Town Square and a Saturday night concert at Teton Village. It is anticipated that up to 3,500 spectators will be on hand for this event on the Town Square. The event will open to the public at 5:00 p.m. The event will conclude by 10:00 p.m.

The only significant change for 2022 will involve a different production company (G7 Entertainment Marketing) from previous years. G7 Entertainment Marketing group has been meeting on a regular basis with Town and County staff and will be replicating much of the past production efforts.

The applicant requests the following from the Town in association with the event:

1. Closure East Broadway from Cache to King Street and Center Street from Deloney to East Broadway from Friday, April 1, 2022 at 5:00 A.M. until Saturday, April 2, 2021 at 2:00 A.M. These streets would be closed to vehicle and pedestrian traffic during this time. Pedestrians would not be allowed access to these streets; however, the following walkways will remain open:
    a. The boardwalk on the south side of E. Broadway
    b. The sidewalk on the north side of E. Broadway (from King Street to Center Street)
    c. The sidewalk on the east side of Center Street
2. Permission from Town Council for amplified sound associated with the Rendezvous Spring Festival concert.
3. Permission to use Town barricades and road signs.
4. Access to electricity in Town Square if necessary.
5. Catering permit on Friday, April 1, 2022 from 5:00 P.M. to 9:30 P.M. for alcohol sales on Broadway Avenue (between Cache and Center) and Center Street (between Broadway and Deloney)
6. Relief from Town ordinances as follows: Applicant requests the issuance of a catering permit for Broadway Avenue (between Cache and Center) Center Street (between Broadway and Deloney) on Friday, April 1, 2022. Beer, wine and spirits will be served in the roped off area of Center and Broadway as indicated in the site map. Municipal Code 6.40.050 prohibits open containers and the consumption of alcohol on any street, sidewalk or

curb or any other public property. Alcohol will not be permitted in the George Washington Memorial Park.
7. An expo application.
8. Permission to display temporary signs to aid in pedestrian flow around the Town Square per the Perimeter Signage Plan contained in this application.
9. Permission to display several on-site promotional banners, signs, inflatables and displays on the day of the event.

Analysis.
The plans submitted by the applicant has been reviewed by all Town Departments. In addition the applicant is working with the Teton County Health Department in efforts to mitigate the spread of COVID-19 with recommendations and guidelines presented by the CDC. If the public health orders were to change prior to or during the Rendezvous Spring Festival, the applicant would need to abide by all current health orders.

Possible Alternatives.
No alternatives have been listed by the applicant.

Comprehensive Plan & Priority Alignment.
Special events align within the Comprehensive Plan & Community Priority Goals in addressing Town as Heart of the Region – The Central Complete Neighborhood: The Town of Jackson will continue to be the primary location for jobs, housing, shopping educational and cultural activities. Principle 4.4 – Enhance civic spaces, social functions, and environmental amenities to make Town a more desirable Complete Neighborhood. The Town has traditionally served as the cultural, social and civic hub for Teton County and the region. Policy 4.4.a: Maintain and improve public spaces, Policy 4.4.c: Continue traditions and community events.

We have always been a diverse community that supports a variety of lifestyles and employment opportunities, and we welcome others to share in the enjoyment of our ecosystem and western mountain lifestyle. Continuing to provide these services in a manner that better achieves our Vision will enhance the livability and appeal of our community.

Fiscal Impact.
Direct income includes income from the Exposition Business License ($123), a catering permit ($20) and a special event permit ($27). The Police Department incurs a fiscal impact of approximately $1,500 associated with enforcing parking and patrolling the event. The event organizers have indicated that they would be willing to pay staffing expenses incurred by the Police Department.

Staff Impact.
- processing catering permits and exposition permits (approximately 30 minutes),
- securing town equipment from Public Works (approximately 30 minutes),
- departmental review of application (approximately 3 hours of total staff time),
- pre-event meetings with the applicant (approximately 4 hours of total staff time),
- preparation of staff report (approximately 2 hours),
- follow-up actions (approximately 2 hours),
- On duty Police Officers for possible towing of cars and being a general presence at the event (approximately 15 hours).
- Public Works staff delivering and removing jersey barriers (approximately 3 hours)
- Parks and Recreation providing access to electricity (approximately 30 minutes)

In total approximately 30.5 hours of staff time split between town, county and joint departments.

Conditions and Restrictions.
Staff recommends the approval of the special event permit application subject to the following conditions and restrictions:

1. The applicant will adhere to all federal, state or local health orders in place at the start of the concert.
2. The applicant will work with the Teton County Health Department in efforts to implement practices that help mitigate the potential spread of COVID-19.
3. The applicant shall clean up immediately after the event and shall be responsible for the removal of all refuse and recycled material generated by the event.
4. All town ordinances, including noise and animals (including the prohibition of dogs in any town park) shall apply to all events except where specifically granted relief by the Town Council.
5. The applicant shall advise and instruct all participants on the conditions, restrictions, prohibitions and responsibilities imposed on this event and assist in their enforcement.
6. The applicant shall conduct all activities in a responsible, professional and timely manner.
7. The applicant shall notify, in advance, all business affected by the street closures and shall provide advance community radio and/or newspaper announcements regarding the event, the street closures, and the promotion of free parking in area public parking lots.
8. The applicant shall not block the store fronts of businesses with service vehicles or trailers for longer than one hour.
9. Insurance: An insurance certificate that names the "Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers" and states that coverage is primary and non-contributory is required for every event. Insurance limits must be at least $1,000,000/occurrence and $1,000,000 aggregate. The additional insured language on the certificate may not include any limitations or exclusions. Insurance certificates are subject to the review and approval of the Town attorney.
10. The applicant shall obtain an Exposition License for the Town of Jackson covering the day of the event. Social security numbers for all vendors shall be provided to the Finance Department at least 10 days prior to the event.
11. Per Section 5.20 of the Municipal Code: The applicant shall be responsible for ensuring that all sales tax receipts are remitted to the Wyoming Department of Revenue and in no event later than the thirtieth day of the month following the exposition. [and] e. Acquire and keep on file names, addresses and phone numbers of all participants.
12. The applicant shall obtain the necessary food service permits from Teton County Environmental Health.
13. The applicant shall apply and pay for a 24 alcohol permit prior to the Rendezvous Spring Festival.
14. The applicant shall take all measures necessary to comply with applicable alcohol dispensing laws and regulations, including the prevention of sales to and consumption by minors and the prohibition of consumption off the authorized premises. An ID bracelet system shall be utilized and all ID's checked.
15. Only 20oz or smaller plastic cups (or other 20oz cups pre-approved by the Town) are to be used for beer sales.
16. No more than two beers will be sold to any one person at one time.
17. The applicant shall report any incidents of underage drinking or potential over consumption of alcohol to the Police.
18. The applicant will post *no alcohol consumption beyond this point* signs at exit points which will be staffed by personnel to monitor participants ensuring that open alcohol does not leave the approved area.
19. Fire department access roads shall have and maintain a clear and unobstructed width of 20 feet and unobstructed vertical clearance of not less than 13 feet 6 inches to allow for emergency vehicle traffic along ALL areas of open and closed streets (IFC 503.2.1). Booths and tents may be erected on either side of street, however, a 20 foot straight path must be provided.

20. All tents having an area in excess of 200 square feet shall require advance permitting through the Fire Department unless open on all sides (IFC 105.6.43)
21. Tents which can hold over 50 or more occupants must provide the Fire Department with a detailed site and floor plan detailing means of egress, seating capacity, location and type of heating and electrical equipment (IFC 3103.6).
22. Tents, canopies or membrane structures shall not be located within 20 feet of lot lines, buildings, other tents, canopies or membrane structures, parked vehicles or internal combustion engines (IFC 3103.8.2)
23. Tents must meet the flame propagation performance criteria of NFPA 701 (IFC 3104.2).
24. Combustible materials shall not be located within any tent, canopy or membrane structure in use for public assembly (IFC 3104.5).
25. Smoking shall not be permitted in tents, canopies or membrane structures. Approved "No Smoking" signs shall be conspicuously posted (IFC 3104.6).
26. All open flame devices are strictly prohibited within tents unless approved by the fire code official (IFC 3104.7).
27. Portable 2A:10B-C fire extinguishers shall be provided, one minimum, for tents requiring permits with a 75 foot travel distance (IFC 3104.12).
28. Any cooking performed within tents shall require advance approval by the Fire Department (IFC 3104.15.3 – 3104.15.7).
29. Generators and other internal combustion power sources shall be separated from tents, canopies or membrane structures by a minimum of 20 feet and shall be isolated from contact with the public by fencing, enclosure or other approved means (IFC 3104.19).
30. All electrical/temporary power shall be in accordance with the 2011 National Electric Code and subject to inspection from this Department (IFC 605.9).
31. Review and follow all of the guidelines listed on the Jackson Hole Fire/EMS website regarding Special Event Rules, based on the 2012 International Fire Code. These rules can be obtained from the Town of Jackson website.
32. Public Safety Plan: Where the fire code official determines that an indoor or outdoor gathering of persons has an adverse impact on public safety through diminished access to buildings, structures, fire hydrants and fire apparatus access roads or where such gatherings adversely affect public safety services of any kind, the fire code official shall have the authority to order the development of, or prescribe a plan for, the provision of an approved level of public safety (IFC403.2).
33. The applicant shall coordinate the use of electricity with the Parks Manager at least three (3) business days prior to the event.
34. No exhibits, tables, chairs, or other equipment shall be placed on walkways as to obstruct pedestrian traffic.
35. Attaching signage of any kind to the antler arches or town square fences is prohibited.
36. Any power cords that cross walkways shall be taped and secured as to avoid a tripping hazard.
37. Light post banners shall be coordinated through the Chamber of Commerce and the Town of Jackson Public Works Department.
38. The applicant must receive permission from the Town Council to display signs within the Town of Jackson before or during their event.
39. The applicant shall be responsible for the production, posting and removal of the no parking signage. The applicant will work with the Jackson Hole Police Department who will be responsible for removal or towing vehicles parked in designated no parking spaces.
40. The applicant shall coordinate all road closures with the Police Department and shall provide an adequate number of volunteers to assist with traffic control and barricade setup/removal during the event.
41. The promoter shall pay for all police services at least five business days prior to the event to prevent the department from incurring a significant overtime expense should the event be rescheduled or cancelled. Payment

is non-refundable if concert is cancelled within five days of the event. The current rate charged is $65 per hour/ per officer, but this rate may increase for the 2023 fiscal year.

42. Barricades and Road Closed signs are available from the Public Works Department. The applicant shall coordinate all barricade and signage needs with the Public Works Department at least three (3) business days prior to the event.
43. Any additional conditions as directed by the Town Council.

Attachments or Links.
Special Event Application
Sponsorship Letter
Event Layout Map
Letter to Area Businesses
Requests of Equipment and Services
Concert Schedule
Perimeter Signage Plan
Insurance
Catering Permit
Sustainable Event Plan
Waste Management Plan

Suggested Motion. *Council always has the option to adopt, approve with conditions, continue, or deny items*.
I move to approve the application made by G7 Entertainment Marketing and the Travel and Tourism Board for the Rendezvous Spring Festival on the Town Square on Friday, April 1, 2022, subject to the conditions listed in the staff report.

Special Event Application

Submit Completed Document To:

Town Hall
Town of Jackson - Special Events
150 East Pearl Street
P.O. Box 1687
Jackson, Wyoming 83001

cpelletier@townofjackson.com
(307) 733-3932 ext. 1112 (phone)
(307) 739-0919 (fax)

A completed application must be submitted at least 21 days prior to your event.

Non-Profit Fee: $25
For-Profit Fee: $150

APPLICANT INFORMATION

Name of Event: Jackson Hole Rendezvous Spring Festival

Name of Organization: G7 Entertainment Marketing / Jackson Hole Travel and Tourism Board

Type of Organization: [X] Non-Profit [ ] Public Agency [X] For-Profit Business

Mailing Address: 801 18th Avenue South

City: Nashville State: TN Zip Code: 37203

Name of Person Completing Application: Patrice Nelson

Email Address: patrice.nelson@g7marketing.com

Work Phone: 615.887.9620 Cell Phone: 615.887.9620

EVENT INFORMATION

Type of Event: [ ] Run / Walk [X] Concert [ ] Filming [ ] Assembly
[ ] Parade [ ] Festival [ ] Biking [ ] Education
[ ] Other:

Description & Purpose of Event *(Attach additional sheets if necessary)*: Free concert to attract visitors to the town of Jackson to celebrate its unique character and assist with economic sustainability.

Location of Event: E Broadway from S Cache St to S King St., Center St from E Deloney to E Broadway. Alternative Location: n/a

Date(s) of Event: April 1, 2022 Event Operating Hours: 5:00-10:00pm

Event Set Up Begins Date: April 1, 2022 Time: 5:00 a.m.

Event Clean Up Ends Date: April 2, 2022 Time: 6:00 a.m.

Special Event Application

EVENT INFORMATION (Continued)

Estimated Event Attendance (Spectators and Participants) Per Day: 3,500 / 70 Total Event: 3,500 / 70

Special Considerations (check all that apply):

[X] Alcoholic Beverages	[X] Cooking/Grilling	[X] Electricity Requested
[X] Food Sales	[X] Merchandise Sales	[X] Recurring Event
[ ] Ticketed Admission	[X] Sound Amplification	[ ] Pets or Animals
[X] Tents	[X] Street Closure	[ ] Sidewalk Closure
[ ] Overnight Parking	[ ] Overnight RV Camping	[ ] Use of Town Square

Event Co-Sponsor (s): Friends of Pathways

All for-profit organizations must submit a letter of event sponsorship from a non-profit organization if sales are requested on public property.

Will you be charging admission or a fee for your event? [ ] Yes [X] No

Alternative Contact Information During the Event (someone besides applicant who will be on site and available for Town personnel or Police to contact during the event):

Name: Chris Casey, Production & Operations Lead Cell Phone: 414.477.9010

EVENT SITE PLAN

On a separate sheet of paper, provide a Site Plan sketch of the event. Include maps or a diagram of the entire event including the names of streets or areas that are part of the venue and the surrounding area. The plan should include the following (if applicable):

[X] Tents (X)	[X] Food Vendors (FV)
[X] Beverage Vendors (BV)	[X] Alcohol Vendors (A)
[X] Portable Toilets (T)	[X] Hand Washing Sink (HWS)
[X] Stages or Amplified Sound (SO)	[ ] Bleachers (BL)
[X] Garbage Receptacles (G)	[X] Recycling Receptacles (RR)
[X] Retail Merchants (RM)	[X] Security (P)
[X] Fire Lane (FL)	[X] Fire Extinguishers (EX)
[X] First Aid / EMS (FA)	[X] Barricades (B)
[X] Electricity / Generator (EL)	[X] Trailers, Vehicles, Storage (TR)

Fire hydrants or sidewalk curb breaks that are used for ADA accessibility may not be blocked at any time.

Special Event Application

STREET / SIDEWALK / PUBLIC PARKING LOT - CLOSURE REQUESTS

Will the event close any street, sidewalk, alley or public parking lot? [X] Yes [ ] No

Area of Closure Request	Date(s)	Start Time	End Time
E Broadway: from Cache St to King St	4/1/22	5:00am	
Center St: from E Deloney to E Broadway	4/2/22		6:00am

We will work with the city to ensure proper signs are posted in advance of the event

The applicant will be responsible for production, posting and removal of "No Parking" and "Handicap Parking" signs along Town streets where public parking spaces exist within the event site. If the event involves a closure this will be need to be coordinated with the Jackson Police Department at least 2 weeks prior to the requested closure date. Jackson Police Department: (307) 733-1430. All parking signs, road signs, cones and barricades must be taken down immediately following the event's ending time.

Will the event restrict / close access to any public parking spaces? [X] Yes [ ] No

If "Yes", how many parking spaces will be unavailable due to the event: approx. 60 parking spaces

Will the event closure requests impact any START Bus routes? [ ] Yes [X] No

If "Yes", which routes will be impacted? Has START Bus been contacted about this impact?

Route Description: _____ START Bus contacted? [ ] Yes [ ] No

RESIDENT AND/OR BUSINESS NOTIFICATION

Events that require road closures, parking space closures, or sidewalk closures or may cause disruption for the Town of Jackson residents, businesses, churches, etc. may be required to mail or hand deliver notification to the affected parties within a two block radius at least one week prior to the event's Town Council consideration meeting. Notices must reflect the date(s), day(s), time(s) and location(s) of the event, types of activities taking place at the event, the event coordinator's contact information and the date and time of the Town Council meeting.

Have you provided a sample of the notice and a proposed list of recipients?

[X] Yes [ ] No

Special Event Application

TOWN EQUIPMENT REQUESTS

Indicate the type and the quantity of items that you are requesting: See attached

_____ Large Street Barricades	_____ "Road Closed" Street Signs
_____ Small Sidewalk Barricades	_____ "Local Traffic Only" Street Signs
_____ 28 Inch Street Cones	_____ "Detour" Street Signs
_____ Candlestick Cones	_____ 32-Gallon Recycling Bins

- The equipment above can be arranged through the Public Works Department (307) 733-3079. A $500 deposit will be required at the time of pick-up for equipment. The applicant is responsible for arranging the pick up of equipment from the Public Works Department as well as returning equipment immediately following the event. The Town of Jackson will only deliver equipment to parades and Town sponsored events.

- The Town of Jackson has a very limited number of recycling bins that can be utilized as part of your event's recycle plan. The applicant will be responsible for emptying the recycle containers and cleaning the bins before they are returned to the Public Works Department.

- If you are uncertain of the exact number of equipment needed please feel free to contact either the special event coordinator or the Public Works Department for additional information.

- Additional equipment such as bleachers, electrical spiderboxes, etc., can be requested through the Parks and Recreation Department (307) 732-5753.

TOWN SERVICES REQUESTS

Indicate the Town services that you are requesting. *Please note: you will need to coordinate services with individual departments and a fee may be associated with your request.*

POLICE DEPARTMENT (307) 733-1430

[X] Event Security	[ ] Mounted Horse Patrol	[ ] Traffic Control
[ ] Race Lead Vehicle	[ ] Parade Lead Vehicle	[X] General Presence
[ ] Towing / Ticketing	[X] Assistance with Parking Closures	[X] Assistance with Street Closures

Please describe in detail your request: G7 requests four (4) Town of Jackson police be onsite during the event from 5:00-10:00pm to support and work with security director and private security contractor

The Chief of Police determines if police services will be needed at the special event for public safety concerns. The Chief of Police will also determine the number of police officers to staff the event. Fees may be associated with the need for additional police services at the event.

Special Event Application

TOWN SERVICES REQUESTS (Continued)

PUBLIC WORKS DEPARTMENT (307) 733-3079

☐ Street Sweeping ☒ Snow Removal ☐ Street Marking

Please describe in detail your request G7 requests public works' assistance with snow removal as needed

PARKS AND RECREATION DEPARTMENT (307) 732-5753

☐ Irrigation Locates - Any event placing stakes in turf must obtain irrigation locates.

☒ Electricity Access

☐ Turf / Tree Care - Any additional mowing, raking, trimming or spraying needs.

☐ Additional Public Restroom Cleaning

Please describe in detail your request: G7 requests the use of pre-existing power within the event footprint

**Please note: if you are requesting the use of a public park or public ball field you must confirm and reserve your space through the Parks and Recreation Department. The only exception is George Washington Memorial Park (Town Square), which does not require a reservation form.*

Is the requested event site a public park or ball field? ☐ Yes ☒ No

If "Yes", has the site been reserved with Parks and Recreation? ☐ Yes ☐ No

FIRE / EMS DEPARTMENT (307) 733-4732

☐ Foot Patrol ☒ Ambulance ☐ Fire Engine

☐ Rescue Truck ☐ Bicycle Patrol ☐ Event Site Inspection

Please describe in detail your request: G7 requests on site EMS/Ambulance assistance throughout the event:

One [1] ambulance with staff: 5pm-10pm. Request submitted online on 1/28/22.

Special Event Application

TOWN SERVICES REQUESTS (Continued)

START BUS **(307) 732-8651**

TBD ☐ Event Specific Shuttle(s)

Please describe in detail your request: We will be meeting with the START team on February 2 and will provide a more detailed request after that date.

VOICE / MUSIC AMPLIFICATION REQUESTS

Will your event have any amplified sound? ☒ Yes ☐ No

If "Yes", please indicate times: Start Time: Due to expedited load-in, brief sound checks may start as early as 9:00 am. Live entertainment begins at 5:00 pm. Finish Time: 10:00pm

Will your event feature any musical entertainment? ☒ Yes ☐ No

If "Yes", please attach the schedule of any music or entertainment proposed to occur during event.

Schedule is attached

SIGN or BANNER REQUESTS

Are you requesting to hang signs or banners? ☒ Yes ☐ No

If "Yes", have you completed a sign permit application? ☒ Yes ☐ No

A Sign Permit Application will need to be submitted along with this application if signs are requested. This permit can be accessed on the Town of Jackson website or through the Planning Department.

INSURANCE REQUIREMENTS

An insurance certificate is required prior to the start of your event. This certificat must name the "Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers" and must also state that coverage is primary and non-contributory is required for every event. Insurance limits must be at least $1,000,000/occurrence and $1,000,000 aggregate. **The additional insured language on the certificate may not include any limitations or exclusions.** Insurance certificates are subject to the review and approval of the Town Attorney. Please be sure to include alcohol liability if there will be alcohol at the event. You must supply insurance before your event.

A certificate of insurance is attached: ☒ Yes ☐ No

Special Event Application

PORTABLE RESTROOMS AND SINKS

The Town of Jackson requires the applicant to provide additional chemical toilets or portable toilets for all events with an anticipated peak time attendance exceeding 75 people.

You are required to provide portable restroom facilities at your event unless you can substantiate the sufficient availability of both ADA accessible and non-accessible facilities in the immediate area of the event site which will be available to the public during your event. The Town of Jackson may determine the total number of required restroom facilities required on a case-by-case basis based on the presence of food and drink at the event and the maximum number of attendees at your event during peak time. The Town of Jackson may determine that you need to coordinate with Parks and Recreation for additional public restroom cleanings if you intend on using a public restroom as part of your restroom facility plan.

Do you plan to provide portable restroom facilities? [X] Yes [ ] No

If "Yes", please indicate the total number of portable toilets and number of ADA accessible toilets.

Total Number of Portable Toilets: 28-32 Number of ADA Accessible Portable Toilets: 4-6

If "No", please explain: _____

Portable restrooms may not be located within 50 feet of any food vendor.

Restroom Company: Macy's Services

Restroom Drop off / Pick Up Date for Drop Off: 4/1/22 Time for Drop Off: 6:00 a.m.

Date for Pick Up: 4/1/22 Time for Pick Up: 6:00 a.m.

ALCOHOL

Will there be alcoholic beverages at the event? [X] Yes [ ] No

Will you be offering any alcoholic beverages besides beer? [X] Yes [ ] No

If "Yes", what will be offered in addition to beer? wine and spirits

If you are planning on serving alcoholic beverages at your event, then either a completed Malt Beverage Permit (beer only) or Catering Permit (beer, wine and/or spirits) must be submitted. You can access these applications on the Town of Jackson website.

Special Event Application

VENDORS / MERCHANTS / SALES

Will anything be sold at your event? [X] Yes [ ] No

If you are planning on selling items at your event then you will need to complete either an Exposition Business License (for 2 or more vendors) or a Transient Merchant License (for 1 vendor). A complete list of vendors, including a vendor tax ID, must be submitted to the Town of Jackson and to the State of Wyoming's Department of Revenue prior to the event. Both the Exposition License and the Transient Merchant License are on the Town of Jackson's website.

Please describe any sales activity at your event:

Local Jackson/Teton County food vendors will be selling food onsite. In addition, band and festival merchandise may be available for sale.

Will any food or beverages be sold at your event? [X] Yes [ ] No

If "Yes", you will need to contact the Teton County's Department of Environmental Health prior to the event (307) 732-8490.

TRASH REMOVAL PLAN

All events are required to have a plan for the collection removal of trash during and after the event. The trash receptacles located in the Town parks, parking lots, ball fields, sidewalks and public restrooms should not be included in the waste removal plan. ***For assistance with formulating a Trash Removal Plan please contact Integrated Solid Waste and Recycling at (307) 732-5771.***

Will you be using a waste company for your waste removal plan? [X] Yes [ ] No

If "Yes", which company will you be using? TBD - finalizing quotes from multiple vendors

How many trash receptacles will be supplied for your event? 40 trash

When will the trash receptacles be delivered? April 1, 2022 6:30 am

When will the trash receptacles be picked up and removed from site? April 2, 2022 6:00 am

Describe your plan for the collection and removal of trash during your special event:

See attached Waste Management plan

Applicants are responsible for cleaning and restoring the site immediately following the event. Please pick up all trash associated with your event including, but not limited to paper, bottles, cans, signs, course markings, etc. The cost of any employee overtime incurred because of an applicant's failure to clean / restore the site following the event will be borne by the applicant and will be considered in future application requests. If you believe that no litter will be generated during your event please state this in your plan.

Special Event Application

SUSTAINABLE EVENT PLANNING

The Town of Jackson encourages all special events to strive to be sustainable in our community and for our environment. We have partnered with the ***Teton County Integrated Solid Waste and Recycling (ISWR)*** *to offer opportunities to help your special event to be as "green" as possible. Opportunities available:*

- [X] Rental / Use of Recycling Bins for Special Events
- [ ] Use of JH20 Water Bottle Refilling Station for Special Events
- [X] Consultation on Conducting Green Special Events

Please contact the Waste Diversion and Outreach Coordinator at ISWR at 307-732-5771.

RECYCLING PLAN

All events are required to have a plan for the collection and removal of recyclable materials during and after the event. The recycling receptacles located in the Town parks, parking lots, ball fields, sidewalks and public restrooms should not be included in the recycling collection and removal plan. ***For assistance with formulating a Recycling Plan please contact Teton County Integrated Solid Waste and Recycling (ISWR) at (307) 732-5771.***

Will you be using a company for your recycling plan? [X] Yes [ ] No

If "Yes" which company will you be using? TBD - finalizing quotes from multiple vendors

How many recycling receptacles will they (or you) supply for your event? 40

When will these recycling receptacles be delivered? April 1, 2022 6:30am

When will recycling receptacles be picked up and removed from site? April 1, 2022 6:00am

Describe your plan for collection and removal of recyclable materials during your special event:

Please see attached Recycling and Sustainability Plan

Applicants are responsible for cleaning and restoring the site immediately following the event. If you believe that no recyclable materials will be generated during your event please state this in your plan. For a list of recyclables and how they need to be sorted, or for information about where the recycling bins are located call ISWR (307) 732-5771.

Special Event Application

SIGNIFICANT EVENT CHANGES

Has this event been approved in the Town of Jackson in previous years?

[X] Yes [ ] No

If "YES" please indicate any significant changes to the event request since its last approval:

Change in event producer: G7 Entertainment Marketing

STANDARD CONDITIONS OF APPROVAL

Please review the following standard list of conditions and restricts for events. Initial the bottom of each page indicating that you have read, understand and agree to these conditions and restrictions.

GENERAL

The event shall be conducted in a timely, safe and professional manner.

All town ordinances, including, but not limited to noise, possession and use of weapons, open fires and animals (including the prohibition of dogs in any town park) shall apply to all events except where specifically granted relief by the Town Council.

The applicant shall advise and instruct all participants, volunteers, vendors, merchants and spectators on event conditions, restrictions, prohibitions and responsibilities as indicated by the Town Council in the staff report.

Initials: PMN

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

TRASH / CLEAN UP

The applicant shall clean up immediately following each event and shall be responsible for the collection and removal of all refuse generated by the event.

If trash will be generated from the event, then the applicant must supply extra trash and containers and dispose of all trash generated by the event. Trash containers shall not be permitted to overflow.

If recyclable materials are generated from the event, then the applicant is required to provide recycling containers and provide for the removal of all recycled material. Recycling containers shall not be permitted to overflow.

STREETS

Fire department access roads shall have and maintain a clear and unobstructed width of 20 feet and unobstructed vertical clearance of not less than 13 feet 6 inches to allow for emergency vehicle traffic along ALL areas of open and closed streets (IFC 503.2.1). Booths and tents may be erected on either side of street, however, a 20 foot straight path must be provided.

SIDEWALKS

The applicant shall not block walkways or otherwise obstruct pedestrian traffic.

All walkways, boardwalks, entrances and ADA ramps must be kept open and unobstructed at all times

All power and sound cords that cross walkways shall be taped and secured to avoid a tripping hazard.

POWER / ELECTRICAL

Electrical power is available from Town Square. The applicant shall coordinate all power needs with the Parks & Recreation Department's Park Manager (307-733-5057) at least three (3) business days prior to the event.

All power and sound cords that cross walkways shall be taped and secured to avoid a tripping hazard.

All electrical/temporary power shall be in accordance with the 2011 National Electric Code and subject to inspection from this Department (IFC 605.9).

ADDITIONAL PERMIT & LICENSE FEES

The applicant shall apply and pay for all licenses and/or permits prior to the events.

Initials: PMN

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

TOWN EQUIPMENT

The use of the Parks & Recreation Department bleachers shall be coordinated through that department (307) 732-5753.

Barricade, road sign, cone and recycle bin use shall be coordinated through the Public Works Department. The applicants shall be responsible for pick up, setup, placement and disassembly and return. All equipment use require a $500 damage deposit that must be submitted at the time of pick up at the Public Works Department to protect against any loss or damage.

All barricades, cones, bins and road signs must be removed immediately following the event. These items must be returned the same location as they were picked up.

PORTABLE RESTROOMS

If applicable, the applicant shall provide an adequate number of port-a-potties at the event site and shall arrange for their removal immediately at the conclusion of the event.

The applicant shall ensure all port-a-potties are placed on paved areas.

INSURANCE

The applicant and all participating organizations are required to maintain liability insurance in the amount of $1,000,000.00. Prior to the event, each organization shall provide a certificate of insurance naming the Town of Jackson as an additional insured including its Officers, Officials, Employees, and Volunteers and must also state that coverage is primary and non-contributory. The Town Attorney shall approve all certificates of insurance.

FOOD / VENDING

The applicant shall obtain the necessary food service permits from Teton County Environmental Health.

The applicant shall provide additional trash receptacles in the food service areas.

Per Section 5.20 of the Municipal Code: The applicant shall be responsible for ensuring that all sales tax receipts are remitted to the Wyoming Department of Revenue and in no event later than the thirtieth day of the month following the exposition [and] acquire and keep on file names, addresses and phone numbers of all participants.

In addition to providing a list of all participating vendors, artists, and merchants, along with their social security numbers and addresses, to the Wyoming Department of Revenue, pursuant to Jackson Municipal Code Section 5.20.020 A.1.b., the applicant shall also provide that same list to the Town of Jackson Finance Department.

Vendors shall not dump hot water or other liquids on the turf. Initials: PMN

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

ALCOHOL

The applicant shall take all measures necessary to comply with applicable alcohol dispensing laws and regulations, including the prevention of sales to and consumption by minors and the prohibition of consumption off the authorized premises. All ID's must be checked and ID bracelet system may be required.

Only 16oz or small plastic cups are used for beer and alcohol sales.

No alcohol shall be served in bottles or glass containers.

The applicant shall be responsible to be alert to and report any instances of underage drinking to the Jackson Police Department.

It is recommended that servers be TIPS trained prior to serving alcohol. No "over serving" shall be allowed to occur or serving to obviously intoxicated persons.

Participants shall not be permitted to leave the event with open containers.

No more than two beers shall be sold to any person at any one time.

TOWN PARKS

The applicant shall coordinate the use of any public park (including the Town Square), including reservations, paperwork and applicable fees, with the Parks and Recreation Department.

The applicant shall coordinate park reservation and the payment of Parks & Recreation fees at least 30 days prior to the event.

The applicant is required to provide turf protection in front of and behind any table or other exhibit where crowds will stand. The applicant shall abide by all Parks & Recreation Department recommendations with regards to turf protection.

Vehicles are prohibited on all turf areas of any park or anywhere within the Town Square.

No trees or other forestry may be moved, modified, damaged or destroyed to set up booths, tents, or exhibits. No ropes, exhibits, signs, banners or booths may be secured to any live forestry.

Use of Town Square shall be subject to the submission to and approval of staff of a detailed site plan, indicating set-up, safety procedures and turf protection, and the imposition of such other conditions or restrictions deemed necessary.

Irrigation locates are required if stakes are placed in the ground. Applicant may forfeit damage deposit if an irrigation locate is not conducted and irrigation equipment is damaged.

Per Municipal Code, dogs are not allowed in Town Parks.

Initials: PMN

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

TENTS

Irrigation locates are required before any tents may be erected or stakes or any other items are placed in any public park, including the Town Square. The applicant shall coordinate all water locates with the Parks & Recreation Department's Park Manager (307-732-5793) at least three (3) business days prior to the event.

All tents having an area in excess of 200 square feet shall require advance permitting through the Fire Department unless open on all sides (IFC 105.6.43).

Tents which can hold over 50 or more occupants must provide the Fire Department with a detailed site and floor plan detailing means of egress, seating capacity, location and type of heating and electrical equipment (IFC 3103.6).

Tents, canopies or membrane structures shall not be located within 20 feet of lot lines, buildings, other tents, canopies or membrane structures, parked vehicles or internal combustion engines (IFC 3103.8.2).

Tents must meet the flame propagation performance criteria of NFPA 701 (IFC 3104.2).

Combustible materials shall not be located within any tent, canopy or membrane structure in use for public assembly (IFC 3104.5).

Smoking shall not be permitted in tents, canopies or membrane structures. Approved "No Smoking" signs shall be conspicuously posted (IFC 3104.6).

All open flame devices are strictly prohibited within tents unless approved by the fire code official (IFC 3104.7)

Portable 2A:10B-C fire extinguishers shall be provided, one minimum, for tents requiring permits with a 75 foot travel distance (IFC 3104.12).

Any cooking performed within tents shall require advance approval by the Fire Department (IFC 3104.15.3 – 3104.15.7).

Generators and other internal combustion power sources shall be separated from tents, canopies or membrane structures by a minimum of 20 feet and shall be isolated from contact with the public by fencing, enclosure or other approved means (IFC 3104.19).

FAIR GROUNDS / RODEO GROUNDS

All use of the Rodeo Grounds shall be coordinated through and subject to the approval of the Fair Manager under the authority of the Parks and Recreation Department.

Anyone camping at the Rodeo Grounds shall indicate that they are affiliated with the group by placing a card in the windshield of their vehicle. Campers are reminded that fires are not permitted.

Initials: PMN

Special Event Application

STANDARD CONDITONS FOR ALL EVENTS (continued)

ROAD CLOSURES / PUBLIC PARKING CLOSURES

The applicant shall notify all business, residences, churches, etc. affected by the street closures and public parking closures prior to the public hearing.

The applicant shall notify, in advance, all business, residences, churches, etc. affected by the street closures and public parking closures and shall provide advance community radio and/or newspaper announcements regarding the event and the closures.

The applicant shall coordinate all road closures with the Police Department and shall provide an adequate number of volunteers to assist with traffic control and barricade setup/removal during each event.

The applicant shall coordinate all road closures with START, Fire/EMS, Public Works and the Police Department. Volunteer placement and assignments shall be reviewed and approved in advance with the Police Department.

The applicant shall be responsible for producing, posting and removing the temporary No Parking signs. No Parking signs must be posted two days prior to the parking closures. The applicant should meet with the Police Department two weeks prior to the event to discuss the procument, posting and removal of the signs.

Emergency vehicle access lanes shall be maintained during the event.

FIREWORKS

All fireworks displays must be approved by the Fire Chief prior to the event.

The Fire Department will monitor the firing area potential for wildfire. The Department will make recommendations directly to the applicant for mitigation and will give final approval the day of the event.

The application shall be subject to the review and approval of the Fire Department and any additional conditions or restrictions placed by such Department.

Please note, that the conditions and restrictions listed above are standard for special events held in Town, additional conditions or restrictions may be required by the Town Council and/or staff upon further review of the application.

I have read and understand the standard conditions for events. I have answered all of the questions in this application truthfully and to the best of my knowledge.

APPLICANT: _____ APPLICANT: Patrice Nelson

Signature Printed Name

DATE: 2.2.22 TITLE: Senior Project Manager

Friends of Pathways
PO Box 2062
Jackson, WY 83001

610 W Broadway Ave / Suite 204
307.733.4534
www.friendsofpathways.org

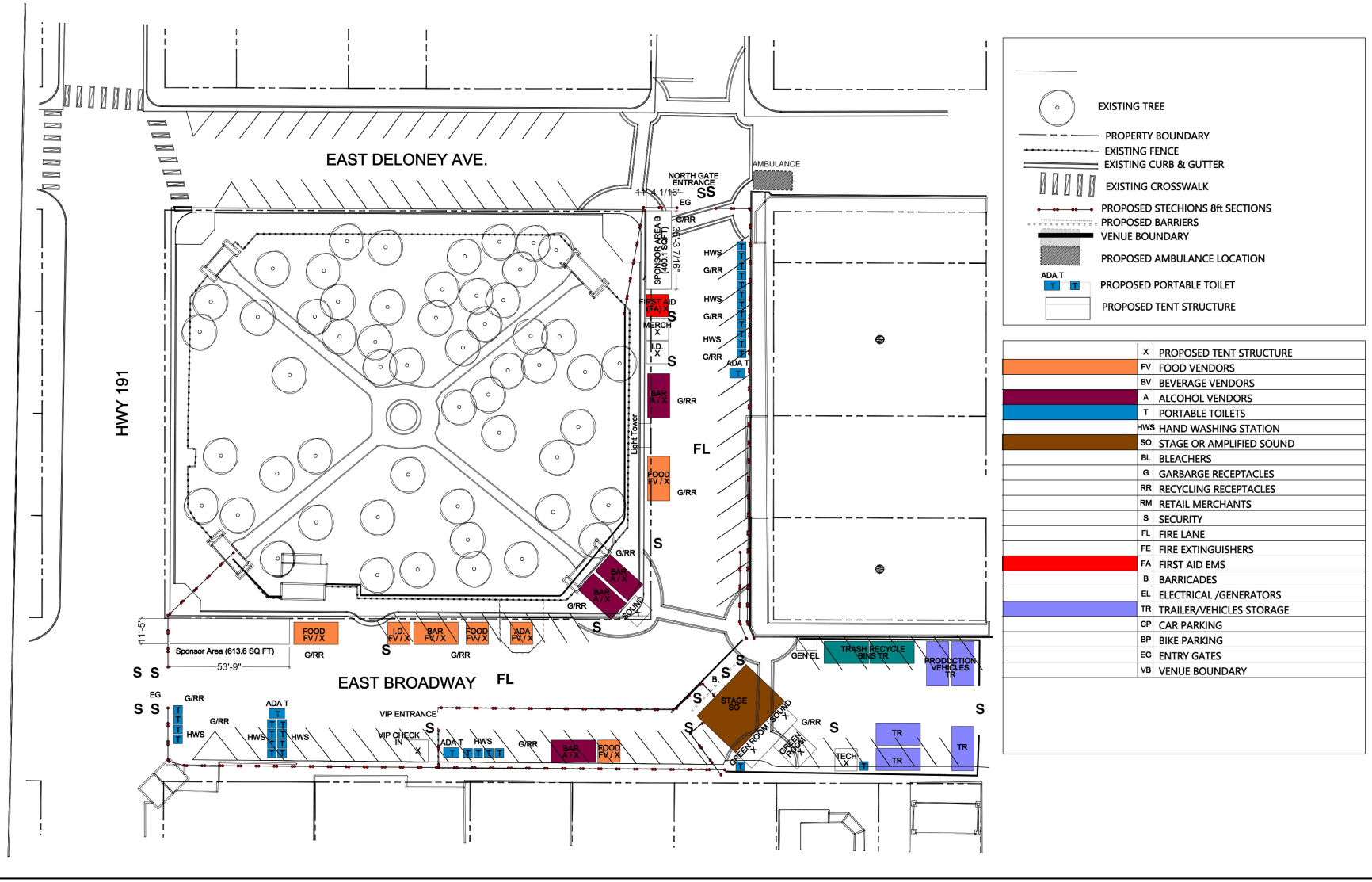
January 24, 2022

To Whom it May Concern,

Friends of Pathways is confirming that it will be the nonprofit partner of the 2022 Rendezvous Spring Festival.

Thank you,

Katherine Dowson
Executive Director


EAST DELONEY AVE.
HWY 191
EAST BROADWAY
NORTH GATE ENTRANCE
AMBULANCE
SPONSOR AREA B (400.1 SQFT)
36'-3 7/16"
FIRST AID (FA) X
MERCH X
I.D. X
BAR A / X
FOOD FV / X
SOUND X
Light Tower
FL
G/RR
HWS
ADA T
Sponsor Area (613.6 SQ FT)
53'-9"
11'1-5"
I.D. FV / X
BAR FV / X
FOOD FV / X
ADA FV / X
GEN EL
TRASH RECYCLE BINS TR
PRODUCTION VEHICLES TR
STAGE SO
VIP ENTRANCE
VIP CHECK IN
GREEN ROOM X
TECH X
TR
EG
VB
EXISTING TREE
PROPERTY BOUNDARY
EXISTING FENCE
EXISTING CURB & GUTTER
EXISTING CROSSWALK
PROPOSED STECHIONS 8ft SECTIONS
PROPOSED BARRIERS
VENUE BOUNDARY
PROPOSED AMBULANCE LOCATION
PROPOSED PORTABLE TOILET
PROPOSED TENT STRUCTURE
X PROPOSED TENT STRUCTURE
FV FOOD VENDORS
BV BEVERAGE VENDORS
A ALCOHOL VENDORS
T PORTABLE TOILETS
HWS HAND WASHING STATION
SO STAGE OR AMPLIFIED SOUND
BL BLEACHERS
G GARBARGE RECEPTACLES
RR RECYCLING RECEPTACLES
RM RETAIL MERCHANTS
S SECURITY
FL FIRE LANE
FE FIRE EXTINGUISHERS
FA FIRST AID EMS
B BARRICADES
EL ELECTRICAL /GENERATORS
TR TRAILER/VEHICLES STORAGE
CP CAR PARKING
BP BIKE PARKING
EG ENTRY GATES
VB VENUE BOUNDARY

G7 ENTERTAINMENT MARKETING

January 19, 2022

cc: Carl Pelletier, Town of Jackson

Dear Neighbor:

The 2022 Jackson Hole Spring Rendezvous Festival will take place in the Town of Jackson on April 1 and Teton Village on April 2. This notice is to inform Town of Jackson business and property owners in areas that may be affected by this event, which will include street closures, staging, amplified music, food and beverage vendors, and designated VIP areas in the Town Square.

The following streets will be closed to vehicular traffic starting at 5:00 a.m. on April 1 for set-up: *Center Street from E Deloney Ave to E Broadway, and Broadway from King St to Cache St.* Sidewalks will remain open to pedestrian traffic for the duration of the set-up, event, and strike. Operational event hours are 5:00 - 10:00 p.m., and all cleanup and road re-opening will be complete by 6:00 a.m. on April 2.

As the partner hired by JHMR to handle production and operations for the Festival, G7 Entertainment Marketing is working closely with local government officials to ensure the minimal amount of disruption to local businesses. Public safety, especially in regards to mitigating the spread of COVID, as well as crowd management, will be a priority throughout the planning and execution of this event.

As in years past, Jackson Hole Mountain Resort is presenting the Rendezvous Spring Festival to celebrate the unique character of this community, encourage economic development, and enhance the visitor experience. We look forward to being part of a successful event that is enjoyable for residents and visitors alike. Should you have any questions or concerns, please reach out to the following:

G7 Entertainment Marketing
Patrice Nelson / patrice.nelson@g7marketing.com
Christina Persico / christina.persico@g7marketing.com

Sincerely,



Patrice Nelson
Senior Project Manager
G7 Entertainment Marketing

AccountName	FirstName	LastName	Title	Address1	Address4	City	StateAbbr	PostalCode
Accentuate	Leslie	Kraft	owner	60 Center St	PO Box 1675	Jackson	WY	83001
Alaska Fur Gallery	Sarkes	Solomon	General Manager	30 Center St		Jackson	WY	83001
Altitude	Brianna	Moteberg	Owner	48 E. Broadway	PO Box 3204	Jackson	WY	83001
Amaran				36 E Broadway		Jackson	WY	83001
Astoria Fine Art	Greg	Fulton	Owner	35 E Deloney Ave.	PO Box 2397	Jackson	WY	83001
Barker-Ewing Whitewater	Jeff	Tibbetts	Owners	945 W Broadway	PO Box 450	Jackson	WY	83001
Beaver Creek Hat & Leather Company	John & Connie	Bickner	Owners	36 E Broadway	PO Box 3046	Jackson	WY	83001
Bella Fine Goods				30 Center St		Jackson	WY	83001
Belle Cose	Kevin	Getz	COO	48 E Broadway		Jackson	WY	83001
Boyer's Indian Arts & Crafts				30 W Broadway		Jackson	WY	83001
C&C HomeServices	Kelly	Akin		98 Center Street		Jackson	WY	83001
Cafe Genevieve	Fred	Peightal		135 E Broadway	PO Box 3992	Jackson	WY	83001
Compass Jackson Hole	Brandy	Brewer	Office Manager	455 W Broadway	PO Box 4897	Jackson	WY	83001
DanShelley Jewelers	Dan	Harrison		125 N. Cache Street	PO Box 1263	Jackson	WY	83001
Encounter Hat Co.	Kyle	Theret		125 N. Cache St.		Jackson	WY	83001
First Interstate Bank			Manager	120 E Broadway	PO Box 11095	Jackson	WY	83001
Five & Dime General Store	Michael	Collins	Owner	75 N Cache St		Jackson	WY	83001
Gallery Wild	Carrie	Wild		80 W Broadway		Jackson	WY	83001
Haagen Dazs	Kris	Shean	Owner	90 E. Broadway	PO Box 8459	Jackson	WY	83001
Habits	Arcy	Hawks	Owner	35 West Deloney Avenue		Jackson	WY	83001
Hand Fire Pizza	Paul	Cucch	Owner/Operator	120 N Cache St		Jackson	WY	83001
Heather James Fine Art	Adrienne	Iannone	Sales Assistant	172 Center St	Suite 101	Jackson	WY	83001
Hide out Leathers	Jamie	Lavenstein		40 Center St		Jackson	WY	83001
Hines Goldsmiths	Carolyn	Hines		80 Center St		Jackson	WY	83001
Horizon Fine Art	Barbara	Nowak		30 King St		Jackson	WY	83001
Jackson Drug and Original Soda Fountain	Nikki	Gill	Manager	15 East Deloney Avenue		Jackson	WY	83001
Jackson Hole Chamber of Commerce	Andi	Gollwitzer	Communications Ma	50 N. Center Street		Jackson	WY	83001
Jackson Hole Jewelry				60 E Broadway		Jackson	WY	83001
Jackson Hole Pendleton				30 Center St		Jackson	WY	83001
Jackson Hole Roasters - Restaurant & Coffeehouse	Stefan	Grainda	Owner	50 W Broadway ave	PO Box 9813	Jackson	WY	83001
Jackson Hole Taxi				65 E Broadway		Jackson	WY	83001
Jackson Mercantile				80 E Broadway		Jackson	WY	83001
JD High Country Outfitters	Randolph	Doffermyre		50 E Broadway		Jackson	WY	83001
JHMR - Jackson Hole Mountain Resort Store	Taylor	Smith	Manager	50 N. Center Street		Jackson	WY	83001
Judge Roy Bean's Old Time Photos & Weddings	Michael	Klecha		135 N Cache St	PO Box 2782	Jackson	WY	83001
Kismet Rug Gallery, LLC.	Jeff	Kismet		150 E Broadway		Jackson	WY	83001
Koi Sushi & Poke				36 E Broadway Ave, Unit 2-1		Jackson	WY	83001
Lee's Tees	Lee	Gardner		80 W. Broadway	PO Box 159	Jackson	WY	83001
Local Restaurant and Bar	Josh	Hirschmann	General Manager	55 N Cashe St		Jackson	WY	83001
Lucky You	Victoria	Campbell	Owner	10 East Broadway		Jackson	WY	83001
MADE	John	Frechette	Owner	125 N Cache ~ Gaslight Alley	PO Box 702	Jackson	WY	83001
MANGELSEN - Images of Nature Gallery	Dana	Turner		170 N Cache St	PO Box 2935	Jackson	WY	83001

Million Dollar Cowboy Bar	Steve	Plock		25 N Cache St		Jackson	WY	83001
Mountain Trails Gallery	Adam	Warner		155 N Center St		Jackson	WY	83001
Native JH	Jim	Darwiche		10 West Broadway		Jackson	WY	83001
New West Knifeworks, New West Fine ARt	Corey	Milligan	Owner	98 Center St, Unit C		Jackson	WY	83001
Onyx and Antler	John	Bicket, Jr.	Owner	36 E Broadway		Jackson	WY	83001
Overland Sheep Skins				86 E Broadway		Jackson	WY	83001
Pearls By Shari	Shari	Turpin		90 E Broadway		Jackson	WY	83001
Persephone Bakery	Ali	Cohane	Owner	145 E. Broadway Avenue		Jackson	WY	83001
Pinky G's Pizzeria	Tom	Fay	Owner	50 West Broadway	PO Box 4605	Jackson	WY	83001
Pizzeria Caldera	Chris	Hansen		20 W Broadway		Jackson	WY	83001
Quent Cordair Fine Art	Linda	Cordair	Owner	164 E Deloney Ave #1862		Jackson	WY	83001
Raindance Traders				105 E Broadway		Jackson	WY	83001
RARE Gallery of Fine Art	Rick	Armstrong	Owner	60 East Broadway		Jackson	WY	83001
Ringholz Studios	Ashley	Quinn		160A E Broadway		Jackson	WY	83001
Roadhouse Pub & Eatery	Jody	Valenta		20 E Broadway		Jackson	WY	83001
Scandia Home				165 N Center St		Jackson	WY	83001
Silver Dollar Bar & Grill	Andi	Caruso	Administrative Assist	50 N. Glenwood Street		Jackson	WY	83001
Sitka Fur Gallery	Marcus	Hernandez	Owner	30 Center St		Jackson	WY	83001
Skinny Skis	Phil	Leeds		65 W. Deloney Street	PO Box 3610	Jackson	WY	83001
Snake River Grill - Snake River Corp	Jeff	Drew	General Manager	84 E Broadway		Jackson	WY	83001
Snake River Interiors	Elisa	Chambers	Principal	45 E Deloney Avenue		Jackson	WY	83001
Spirits & Spice	Shannon	Burke	Store Manager	3465 North Pines #104		Wilson	WY	83014
Stio	Stephen	Sullivan	Founder/CEO	10 East Broadway		Jackson	WY	83001
Teton Mountaineering	Rex	Hong		170 N. Cache Street	PO Box 1533	Jackson	WY	83001
Teton Toys	Wes	Gardner	Owner	10 East Broadway	PO Box 1194	Jackson	WY	83001
Teton Trust Company	Katrina	Robinson		36 E Broadway		Jackson	WY	83001
The Cloudveil	Jamie	Yarrow	Yarrow Group Owner	112 Center St		Jackson	WY	83001
The Jackson Hole Art Auction	Madison	Webb	Auction Coordinator	130 E. Broadway		Jackson	WY	83001
The Jackson Hole Toy Store	Brandi	Wilson		165 Center St, # A		Jackson	WY	83001
The Rose & Pink Garter Theatre	Dominic	Gagliardi	Owner	50 W Broadway		Jackson	WY	83001
The Wort Hotel	Jim	Waldrop	General Manager	50 Glenwood St		Jackson	WY	83001
Trailside Galleries	Joan	Griffith		130 E Broadway	PO Box 1149	Jackson	WY	83001
Two Grey Hills	Gary	Mattheis		110 E. Broadway	PO Box 1252	Jackson	WY	83001
Valley Bookstore	Wendy	Dodson	Owner/CEO	140 E Broadway		Jackson	WY	83001
Wilcox Gallery	Jeff	Wilcox	Manager	1975 N. Highway 89	PO Box 712	Jackson	WY	83001
Wyoming Outfitters	Jeff	Roush		12 Center St	PO Box 7435	Jackson	WY	83002
Yippy I O Candy	Lynn & Paul	Jamison		84 E Broadway	PO Box 4455	Jackson	WY	83001

G7 ENTERTAINMENT MARKETING

JACKSON HOLE RENDEZVOUS SPRING FESTIVAL

APRIL 1, 2022
JACKSON TOWN SQUARE CONCERT

REQUEST FOR TOWN OF JACKSON EQUIPMENT AND SERVICES

SUBJECT TO CHANGE, ADDITIONAL NEEDS TBD

POLICE DEPARTMENT - Coordinate minimum of 7 days prior to event

- ➢ Coordination of road closures for event
- ➢ Assistance with towing vehicles parked in No Parking areas
- ➢ Onsite support and presence of four (4) officers to coordinate with security director and contractors to monitor the crowd and address safety concerns

PUBLIC WORKS - Coordinate minimum 3 days prior to event

- ➢ Use and placement of approximately 14 concrete jersey barriers and (if possible) Public Works vehicles with the purpose of deterring vehicle-borne threats
- ➢ Use and placement (if possible) of Type 3 barricades for road closures
- ➢ Use and placement of Road Closed and Detour signage
- ➢ Support as needed with snow removal, ice pack cutting, sanding, etc.
- ➢ Support as needed with street sweeping
- ➢ Possible rental of available recycling receptacles
- ➢ Possible support with perimeter fencing

PARKS AND RECREATION DEPARTMENT - Coordinate minimum of 3 days prior to event

- ➢ Use of electricity in Town Square park and availability of at least one Parks contact throughout the day in case technical support is needed
- ➢ Use of two (2) spider boxes
- ➢ Possible use of frost-free water hookup for non potable water needs

JACKSON HOLE RENDEZVOUS SPRING FESTIVAL

APRIL 1, 2022
JACKSON TOWN SQUARE

CONCERT SCHEDULE

5:00 p.m.	Event doors
5:00-6:45 p.m.	TBD DJ or local talent
7:00-8:15 p.m.	Support artist - to be announced on February 1, 2022*
8:30-9:45 p.m.	Headlining band - to be announced on February 1, 2022*
10:00 p.m.	Event concludes

*JHMR will be announcing the festival's confirmed talent lineup on February 1, 2022.

JACKSON HOLE RENDEZVOUS SPRING FESTIVAL

APRIL 1, 2022
JACKSON TOWN SQUARE CONCERT

PERIMETER SIGNAGE PLAN

SUBJECT TO CHANGE

To aid in pedestrian flow around the venue space, G7 Entertainment Marketing will utilize temporary informational and directional signage on sidewalks, intersections, and areas around the perimeter to direct pedestrians, merchants, and businesses located within the venue.

SIGN LOCATIONS

1. **Northeast Corner of Center St and Deloney Ave**
    - Double-sided sign with directional arrows on stacker frame - *Merchants Open*

2. **Southeast corner of Center St and Broadway Ave (north side of the street)**
    - Double-sided sign with directional arrows on stacker frame - *Merchants Open*

3. **Southwest corner of Cache St and Broadway Ave**
    - Double-sided sign with directional arrows on stacker frame - *Merchants Open*

4. **Southeast corner of Center St and Broadway Ave (south side of the street)**
    - Double-sided sign with directions arrows on stacker frame - *Merchants Open*

See next page for sign rendering and size information

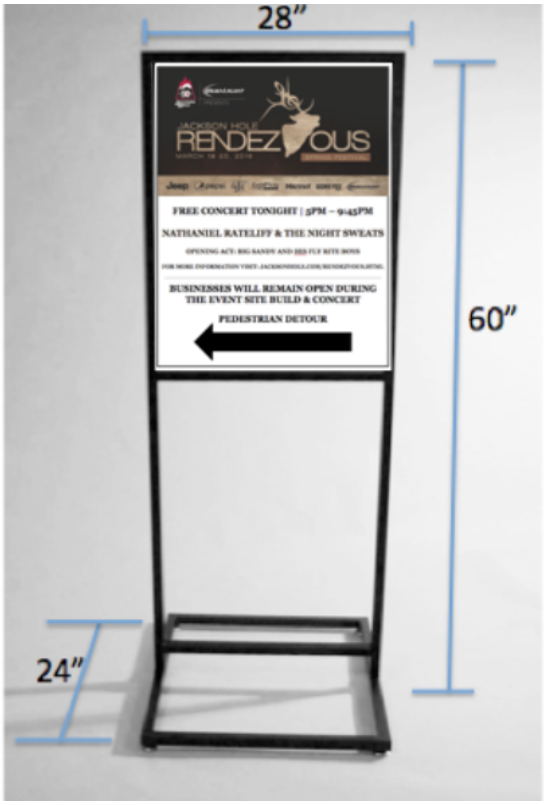
JACKSON HOLE RENDEZVOUS SPRING FESTIVAL

APRIL 1, 2022
JACKSON TOWN SQUARE CONCERT

PERIMETER SIGNAGE PLAN

SUBJECT TO CHANGE

SIGN RENDERING



SIGN INFO

Type: Informational/directional
Dimensions: 22”x28” placed in 60”x28” aluminum sign frame with 24”x28” base
Area: 4.2 square feet
Height: 60”
Clearance: n/a
Setback property line: n/a

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Willis Towers Watson Midwest, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: Willis Towers Watson Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378 **FAX (A/C, No):** 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Travelers Property Casualty Company of Ame	25674
INSURER B : Allied World Assurance Company US Inc	19489
INSURER C : Travelers Indemnity Company	25658
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
G7 Entertainment Marketing
801 18th Avenue South
Nashville, TN 37203

COVERAGES **CERTIFICATE NUMBER:** W23844758 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	Y		TC2J-GLSA-117D4225-21	11/01/2021	11/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 2,000,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			TJCAP-117D4237-21	11/01/2021	11/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ $ $ $
B	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			0310-4084	11/01/2021	11/01/2022	EACH OCCURRENCE AGGREGATE 	$ 5,000,000 $ 5,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: No (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		UB-9P832992-21-51-K	11/01/2021	11/01/2022	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Workers Compensation and Employers' Liability (Retro) Per Statute			UB-3R97789A-21-51-R	11/01/2021	11/01/2022	E. L. Each Accident E.L.Disease-Pol Limit E.L. Disease-Each Emp	$1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Jackson, WY - Town Square - E Broadway from Cache St to King St, Center St from E Deloney to E Broadway April 1-April 2, 2022.

Jackson Hole Rendezvous Spring Festival

All policy terms, conditions, and exclusions apply

CERTIFICATE HOLDER

Town of Jackson
150 E Pearl Street
Jackson, WY 83001

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2016 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Willis Towers Watson Midwest, Inc.		G7 Entertainment Marketing 801 18th Avenue South Nashville, TN 37203
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Town of Jackson Officers, Officials, Employees and Volunteers are included as Additional Insureds as respects to General Liability when agreed in a written contract, written agreement, or permit.

General Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insureds if agreed in a written contract, written agreement, or permit.

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SR ID: 22153428 BATCH: 2392449 CERT: W23844758

24-Hour Alcoholic Beverage Permit Application Packet

Instructions:

1) Complete each section of the application to apply for any of the 4 types of a 24-hour, temporary alcoholic beverage permit. Incomplete applications will delay review.

2) Allow the appropriate number of days to process the application as listed beside each permit type.

3) All permits except the Catering Permit require Town Council approval and will be placed on the next available agenda.

4) Catering Permits may be issued by the Town Clerk upon successful review.

5) Catering Permits require an authorized signature from a retail or resort liquor license holder. Please note that not all licensees may agree to use their liquor license for a catering permit.

Town Licensees:

License Holder Name	*Doing Business As Name*	*Address*	*Telephone #*
CRU LLC	BIN 22	200 W BROADWAY	(307) 739-9463
BUD'S EASTSIDE LLC	BUDS EASTSIDE LIQUOR	582 E BROADWAY	(307) 733-1181
BOCHICCHIO INC	CREEKSIDE MARKET & DELI	545 N CACHE ST #8	(307) 733-7926
CUTTY'S BAR & GRILL LLC	CUTTY'S	1140 W HWY 22	(307) 201-1079
ANVIL HOTEL PARTNERS LLC	GLORIETTA	242 N GLENWOOD ST	(307) 733-3668
HOTEL JH LLC	HOTEL JACKSON	120 N GLENWOOD	(307) 733-2200
WYOMING GROCER LLC	JACKSON WHOLE GROCER	1155 S HWY 89	(307) 733-0450
JACKSON LIQUORS LLC	KJ'S PHILLIPS 66	1055 W BROADWAY	(307) 733-4666
LIQUOR STORE OF JACKSON HOLE INC	THE LIQUOR STORE	115 BUFFALO WAY	(307) 733-4466
COWBOY LIQUOR LLC	MILLION DOLLAR COWBOY BAR	25 N CACHE ST	(307) 733-2207
PLAZA LIQUOR LLC	PLAZA LIQUOR	832 W BROADWAY	(307) 733-8888
PINK GARTER LLC	THE ROSE	50 W BROADWAY UNIT 201	(307) 733-1500
NEB LLC	SIDEWINDERS	945 W BROADWAY	(307) 734-5766
SILVER DOLLAR INC (THE)	SILVER DOLLAR BAR	50 N GLENWOOD	(307) 733-2190
SMITHS FOOD & DRUG CENTERS INC	SMITHS FOOD & DRUG	1425 S HWY 89	(307) 733-8908
SNAKE RIVER CORPORATION	SNAKE RIVER GRILL	84 E BROADWAY	(307) 733-0557
VFJH LLC	SPIRITS & SPICE	80 W BROADWAY UNIT 101	(307) 734-1535
VIRGINIAN LIQUOR LLC	VIRGINIAN TAVERN	750 W BROADWAY AVE	(307) 733-2792
SNOW KING MOUNTAIN RESORT LLC	KINGS GRILL	402 E SNOW KING AVE	(307) 203-7911
ACP LJH 80 SCOTT HOLDINGS LLC	LODGE AT JACKSON HOLE	80 S SCOTT LN	(307) 739-9703
JOHNSON RESORT PROPERTIES	RUSTIC INN	425 N CACHE	(307) 739-8799
BENCHMARK HOSPITALITY OF WYOMING LLC	SNOW KING RESORT	400 E SNOW KING	(307) 733-5200

6) Submit the completed application by fax, email, or in person:

Fax: 307-739-0919 Town Hall: 150 East Pearl Avenue

Email: sbirdyshaw@jacksonwy.gov

7) For further information please call the Town Clerk at (307) 733-3932 ext. 1113.

8) Pick up your permit certificate when you are notified it is ready and display it during your event.

PPLICANT:

Name of Person Requesting Permit: *please print* Jason Baratta

Organization: Culinary Logic | Phone: 702.524.5900

VENT INFORMATION. Complete the following information about the event.

Name of Event:	Jackson Hole Rendezvous Spring Festival	Purpose:	Free concert to celebrate spring and unique character of the community, and to promote economic development
Held at: *business name*		List the **Date(s)** and **Hours** that Alcohol will be Available:	April 1, 2022: 5:00 - 10:00 p.m.
Address: Jackson Town Square - Center St & E Broadway *location to be permitted*			
nticipated number of :tendees at any given time:	up to 3,500		

ELECT THE TYPE OF 24-HOUR PERMIT. Refer to Application Packet for details about each permit type.

☒ **CATERING PERMIT** - *allow 3 days for processing*

$20.00 per day

For the sale or serving of alcoholic product which was purchased from the retail or resort liquor license holder who authorized this permit application.

This permit must be agreed to and authorized by a current retail o resort liquor license holder.

Name of Retail or Resort Liquor License Holder:

CRU LLC dba BIN 22

Authorized Signature:

Print Name: GAVIN FINE

☐ **MALT BEVERAGE PERMIT** - *allow 21 days for processing*

$50.00 per day

For the sale or serving of only malt beverages.

Applicant must submit proof of current alcohol server education training with this application.

☐ **MALT BEVERAGE PERMIT FOR A MICROBREWERY** - *allow 21 days for processing*

$50.00 per day

For the sale or serving of only the microbrewery's own brewed malt beverage product away from their licensed premises.

Permitted Microbrewery (

Applicant must submit proof of current alcohol server education training this application.

Authorized Signature:

Print Name:

☐ **MANUFACTURER'S OFF-PREMISES PERMIT** - *allow 21 days for processing*

$50.00 per day

For the sale or serving of only the manufacturer's own Wyoming manufactured product away from their licensed premises.

Licensed Manufacturer O

Authorized Signature:

Print Name:

ll permit holders are responsible for abiding by all applicable alcohol dispensing regulations. These regulations include, b re not limited to:

- Confirm age of participants by checking identification; ensure minors are not served alcohol.
- Complimentary alcohol is not available for self-service.
- Control pouring to curb overserving individuals.
- Prohibit participants from leaving the permitted location with alcohol.
- Non-alcoholic beverage options are encouraged.

y filing this application, I agree to comply with State and Local Liquor Regulations regarding the sale and service of alcoho everages.

Permit Descriptions:

Catering Permit. Wyoming Statute 12-4-502

A catering permit authorizing the sale of alcoholic and malt beverages may be issued to any person holding a retail or resort retail liquor license authorizing the off-premises sale of both alcoholic and malt beverages, for sales at meetings, conventions, private parties and dinners or at other similar gatherings not capable of being held within the licensee's licensed premises.

No licensee holding a catering permit shall sell or permit consumption of any alcoholic or malt beverage off the premises described in the permit.

The permits authorized by this section shall be issued for one (1) twenty-four (24) hour period. No person or organization shall receive more than a total of thirty-six (36) catering permits for sales at the same premises in any one (1) year.

Malt Beverage Permit. Wyoming Statute 12-4-502

A malt beverage permit authorizing the sale of malt beverages only, may be issued by the licensing authority to any responsible person or organization for sales at a picnic, bazaar, fair, rodeo, special holiday or similar public gathering.

No person or organization holding the malt beverage permit shall sell any alcoholic liquor other than malt beverages on the premises described on the permit, nor shall any malt beverage be sold or consumed off the premises authorized by the permit.

The permits authorized by this section shall be issued for one (1) twenty-four (24) hour period. No person or organization shall receive more than a total of twelve (12) malt beverage permits for sales at the same premises in any one (1) year.

Jackson Municipal Code requires applicants for Malt Beverage Permits to have successfully completed an alcohol server education course approved by the Wyoming Liquor Division or the Jackson Police Department. Proof of current Alcohol Server Training Certification is required as part of the malt beverage permit application. (JMC 6.50.020)

Malt Beverage Permit for a Microbrewery. Wyoming Statute 12-4-412

The holder of a microbrewery permit under this section may also hold a malt beverage permit under W.S. 12-4-502 for the purpose of selling its own brewed malt beverages.

Jackson Municipal Code requires applicants for Malt Beverage Permits to have successfully completed an alcohol server education course approved by the Wyoming Liquor Division or the Jackson Police Department. Proof of current Alcohol Server Training Certification is required as part of the malt beverage permit application. (JMC 6.50.020)

Manufacturer's Off-Premises Permit. Wyoming Statute 12-2-203

The local licensing authority may issue to a manufacturer licensee who is a federally licensed distiller or rectifier: A manufacturer's off-premises permit authorizing the permittee to sell product manufactured at the site identified on the manufacturer's license only for sales at meetings, conventions, private parties, dinners, and other similar gatherings to promote their product.

No permittee holding a manufacturer's off-premises permit shall sell or permit consumption of any of their manufactured product off the premises described in the permit.

An off-premises permit shall be issued for one (1) twenty-four (24) hour period. No holder of a manufacturer's license shall receive more than twelve (12) off-premises permits in any one (1) calendar year.

JACKSON HOLE RENDEZVOUS SPRING FESTIVAL

APRIL 1, 2022 / APRIL 2, 2022
JACKSON TOWN SQUARE / TETON VILLAGE

SUSTAINABLE EVENT PLAN

Lead-up to Festival

- G7 and Event Organizers met with Teton County Waste Diversion Outreach Coordinator in January for input on sustainable event planning and waste management.
- Teton County's Zero Waste Green Event Resource Guide being consulted for sustainable elements in the Festival planning.
- G7 and Event Organizers will work with local agencies and stakeholders to incorporate sustainable event practices such as working with local businesses whenever possible, encouraging sponsor activations to operate as waste-free as possible, and seeking out local composting and recycling support.
- VIP ticket purchasing page will include an option to donate to Friends of Pathways, promoting conservation and non-motorized transportation in Jackson.

During the Festival

- Concertgoers will be encouraged to take public transportation or carpool to the event.
- Announcements during the concerts will encourage guests to properly recycle and reduce waste whenever possible.
- Food vendors will be STRONGLY encouraged to use compostable, plant-based, or recyclable materials in lieu of styrofoam/plastic.
- All waste receptacles will be paired with a recycling receptacle and clear signage displaying how/what to recycle.

Post-event

- Proper cleanup and removal of waste and recycling will be of the highest priority.
- If applicable, food scraps from vendors will be composted.
- Debrief with event organizers and local stakeholders to determine ways to increase sustainability practices in future years.

Ongoing: *G7 and Event Organizers will continue to prioritize sustainability and waste reduction throughout the Jackson Hole Rendezvous Spring Festival planning process. Additional elements to this plan may be added as the event date approaches.*

JACKSON HOLE RENDEZVOUS SPRING FESTIVAL

APRIL 1, 2022
JACKSON TOWN SQUARE

WASTE MANAGEMENT PLAN

Equipment:
2 rollaway dumpsters
40 trash receptacles
40 recycling receptacles
4-6 pour-out barrels for exits
Extended trash grippers for crew

Pre-event | 6:00am-4:00pm
Contracted waste removal vendor will drop off rollaway dumpster in designated location. Event staff will assemble and place paired trash and recycling containers with heavy-duty liners throughout the event footprint and in key adjacent areas.

During event | 5:00-10:00pm
G7 Entertainment Marketing and event staff and management will place a high priority on keeping the event venue and surrounding area as clean as possible during the concert.

Paired trash and recycling containers with heavy duty can liners will be placed in high-volume areas throughout the event footprint and in adjacent portions of the George Washington Memorial Park in the Town Square to provide easy opportunities for guests to dispose of litter and recycle. Ample trash, recycling, and pour-out containers will be placed at exits.

G7 will dedicate staff to maintain trash and recycling containers to the best of their ability while the event is ongoing, working especially to avoid overflows and safety hazards while guests are present.

Post event | 10:00pm to 6:00am next day
Event staff will thoroughly scan the streets, parking areas, sidewalks, and boardwalks for any trash left from the event, and work closely with operational staff to ensure all waste is properly disposed of in the provided roll-away dumpster for removal.

G7 will work with a contracted waste management vendor to haul away all event trash at the conclusion of strike/cleanup.

STAFF REPORT

Meeting Date:	February 22, 2022	**Meeting Title:**	Regular
Submitting Department:	Legal and Administration	**Presenter:**	Lea Colasuonno and Larry Pardee
Agenda Item:	Snow King Center Lease Agreements	**Public Comment:**	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to review draft leases with the three tenants of the Snow King Center and consider approving them.

Requested Action.
Staff requests Council review the draft leases and consider approving them.

Recommendations.
Staff recommends approving the leases as drafted.

Background.
The Snow King Center is currently leased by three tenants: Snow King Mountain Resort ("Snow King"), CMI, Inc. ("CMI"), and Jackson Hole Ski and Snowboard Club ("JHSSC"). The leases currently in effect were executed in 2012 and expire on March 31, 2022.

Analysis.
Staff has been working to draft new leases for these three tenants, each of which desire to continue their tenancy. Each tenant uses a different portion of the Snow King Center, and some small portions of the building are used by multiple tenants (common areas). Highlights of the leases include:

1. The assignment and acceptance of responsibility for each tenant's exclusive use areas, including for costs of snow removal, electrical, landscaping, garbage, cleaning, and utilities therein.
2. The identification and assignment of responsibility for all tenants for common use areas.
3. Each lease includes a primary term of 3 years and the option to extend each for two additional 3-year terms.
4. The allowance for alcohol service with a Town-issued permit, but limitations on alcohol service in light of the fact that the Snow King Center is, most commonly, occupied and frequented by youth.
5. The regulation of parking on the property by tenants.
6. Requiring each tenant obtain and maintain appropriate insurance.
7. Requiring each tenant's compliance with the Advertising Policy (attached to each as an exhibit) put in place to a) recognize that the primary purpose of the Snow King Center is to provide the public a safe environment for public recreation; b) establish the space as a non-public forum in First Amendment terms; and c) establish appropriate advertising in light of the fact that the Snow King Center is a youth-occupied facility much of the time. Notably, advertising has been placed in the Snow King Center previously, without Town approval, however the Town owns the building and property and, as public property, it is strongly advised that an advertising policy be in place. CMI, Inc. is requesting a modification to the previously reviewed Advertising Policy; specifically, that alcohol advertisements be allowed to remain in place until March 31, 2025 (after which written approval from Council must be obtained).

Possible Alternatives.
Council could elect to:

- Lease the Snow King Center to on different terms and conditions.
- Issue an RFP for the use of the spaces in these agreements and potential programming options from them.
- Not to lease out the Snow King Center.

Comprehensive Plan & Priority Alignment.
Chapter 8 - Quality Community Service Provision calls for "Timely, efficient and safe delivery of quality services and facilities in a fiscally responsible and coordinated manner."

Fiscal Impact.
The new proposed rent rates in the new leases have increased for each tenant from prior years. The goal of the new rent rates is to cover the annual estimated average cost the Town expends each year for all repair and maintenance items associated with maintaining the facility and surrounding area improvements. The rent rates do not include capital costs / expenses. The leases will collectively contribute $84,139 to the Town budget, ensuring the basic repair and maintenance costs are covered annually by the tenants.

Staff Impact.
This item: This item required, approximately, 50 hours of time from (mainly) the Legal Department, but also the community Development and Adminsitration Departments.

Ongoing Facility Maintenance: Maintaining the Snow King Center facility requires, approximately, 120 hours of staff time throughout the year.

Attachments or Links.
Draft Lease Agreements with CMI, Snow King, and JHSSC.

Suggested Motion.
I move to approve the new updated lease agreements with Center Management Inc., Snow King Mountain Resort, LLC, and Jackson Hole Ski and Snowboard Club as each lease is presented in the attachments to this staff report, and authorize the Mayor to execute the contracts on behalf of the Town of Jackson subject to any minor corrections by staff.

COMMERCIAL LEASE AGREEMENT BETWEEN THE TOWN OF JACKSON AND CENTER MANAGEMENT INC

This Commercial Lease Agreement ("**Lease**") is made and entered into the _____ day of _____, 2022, by and between the Town of Jackson, a municipal corporation of the State of Wyoming, 150 E. Pearl Avenue / P.O. Box 1687, Jackson, Wyoming 83001("**Town**" or "**Landlord**") and Center Management Inc., a Wyoming nonprofit, public benefit corporation, of 90 E. Snow King Avenue / P.O. Box 10965, Jackson, Wyoming 83002 ("**Tenant**")(collectively "**Parties**").

RECITALS

WHEREAS, Town is the owner of that certain parcel of real property and improvements described generally as the Snow King Center (to include the Ice Arena and Ski Shelter), as more particularly described as PT. NW1/4SW1/4 SEC. 34, TWP. 41, RNG. 116; as shown on Map of Survey T-71B (hereinafter "**Property**") and the building located thereon ("**Building**" or "**Snow King Center**"); and

WHEREAS, the Town finds it to be in the public interest to provide ice rink use and services for the public benefit; and

WHEREAS, the Parties agree that any other leases between the Parties concerning this property are revoked and are superseded by this document; and

WHEREAS, the Parties hereto desire to enter into a written lease agreement providing terms, covenants and conditions forthe use and occupancy of a portion of the Property and certain areas appurtenant thereto, all as more particularly described below.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and undertakings and benefits to the Parties, herein set forth to be kept and performed by the Parties hereto, the Parties agree as follows:

1. **Lease:**
    a. Leased Premises. Landlord agrees to lease to Tenant, and Tenant agrees to lease from Landlord, a portion of the Property as follows: All areas of the Building shaded in red in Exhibit B, attached hereto and made a part hereof by this reference, ("**Leased Premises**"), which amount to a total of, approximately, 40, 442 square feet of space.
    b. Common Areas. The i) driveways, parking areas, and sidewalks on the Property; ii) the interior hallway linking the Ice Arena and Ski Shelter portions of the Building; and iii) the hallways, all as shown on Exhibit B and shade pink, are common areas ("**Common Areas**"). The Common Areas are subject to Town's exclusive control at all times. Tenant acknowledges that the Common Areas are made available by the Town for use in common by all lessees of the Building and the public and may be co-used by Tenant, other lessees of the Building, and the public. Tenant may use and access the Common Areas only to the extent that its use does not interfere with the use thereof by any other lessee or the public. Landlord may, at Landlord's sole option, reduce the amount of Common Area available for use by the Tenant.
    c. Other Areas. All areas shown on Exhibit A that are not shaded red nor pink are not part of the Leased Premises and not part of the Common Area, and thus Tenant has no access, use, or occupancy rights.

2. **Use.** Use of the Leased Premises and Common Areas is limited to sports and recreational activities

appurtenant to Tenant's use of the ice rink, including ice hockey, figure skating, speed skating, and like sporting activities, and use for banquets, parties, conventions, exhibitions, conferences, concerts, and special events offset the cost of providing the foregoing sports activities to public users of the ice rink facility.

3. Term of Lease.
    a. Primary Term: The Primary Term of this Lease shall be for three (3) years, and shall commence on April 1, 2022 ("Commencement Date"), and shall terminate on March 31, 2025 ("Expiration"), unless sooner terminated as provided herein.
    b. Extended Terms: Tenant is granted the option to extend the Primary Term of this Lease for two (2) additional three (3) year periods (each an "Extended Term"). Tenant's option to extend shall be exercised automatically unless Tenant gives written notice to Landlord that Tenant will not extend this Lease at least ninety (90) days prior to the expiration of the Primary Term or applicable Extended Term. Tenant's right to exercise this option is conditioned upon the following:
        i. Tenant shall not be in default of any of its obligations under this Lease at the time the option is exercised; and
        ii. Tenant shall be current in the payment of Rent at the time the option is exercised.

4. Rent and Payment.
    a. Rent: Tenant agrees to pay Landlord the sum of Twenty-nine Thousand Four Hundred Forty-eight Dollars ($29,448.00) per year and will remit Two Thousand Four Hundred Fifty-four Dollars ($,2,454.00) per month as Rent paid on or before the 1st day of each month of each year during the Primary Term and each Extended Term hereof.
    b. Rent Adjustment: On each anniversary of the Execution Date during the Primary Term and any Extended Term hereof the amount of Rent payable hereunder shall be increased by the annual Wyoming Cost of Living Index (WCLI) for Teton County as provided by the State of Wyoming, Economic Analysis Division.
    c. Prorated Rent: Rent for any period during the term hereof which is less than one (1) year shall be prorated based on a 365-day year.
    d. Payment: Rent Payments shall be made payable to the Town of Jackson, Wyoming, P.O. Box 1687, Jackson, Wyoming 83001 until directed otherwise.

5. Late Rent Charges. In the event any monthly rent payment is not paid within ten (10) days following the due date, a late charge of five percent (5%) of the monthly rent shall be paid by Tenant. Thereafter, said late rent payment shall automatically accrue interest at an interest rate of eighteen percent (18%), which accrual of interest shall continue until the rent payment, together with accrued interest is paid. Such interest shall begin to accrue automatically on all delinquent rent payments not paid within the ten (10) day grace period described above and shall be payable on demand without further notice to Tenant.

6. Operating Standards. Tenant shall:
    a. Comply with all laws, orders, regulations, rules, ordinances, and covenants of any state or federal statute or local ordinance or regulation applicable to Tenant and/ or its use of the Leased Premises and Common Areas.
    b. Give to Landlord prompt written notice of any accident, fire, or damage occurring on or to the Leased Premises or Common Areas.
    c. Keep the Leased Premises sufficiently heated to prevent freezing of pipes, waterlines, and fixtures.
    d. Operate the Leased Premises and Common Areas at a high standard of quality, cleanliness, and professional appearance commensurate with the standards maintained by hospitality properties

located in the Town of Jackson. Tenant shall keep building supplies and maintenance materials properly stored and out of public view and shall not allow the same to accumulate outside of proper storage areas.

e. Comply with all reasonable rules and regulations that may be established, from time to time, by Landlord.

f. Strictly comply with the terms and conditions herein, recognizing that the Leased Premises, Common Areas, the Building, the Property, and all adjacent access areas are an integrated part of a single building which comprises the Snow King Center that is leased to multiple tenant's and used by the public and, as such, a failure by Tenant to comply with the terms and conditions herein will have a detrimental impact on all users and other tenants of the Snow King Center.

7. Prohibitions on Use of the Leased Premises.
   a. Events involved with the use, handling, mixing or liberation of combustible/ flammable liquids, vapors or gases, fireworks, explosive materials or any other use defined by the Uniform Fire Code as a Hazardous/Extra Hazardous use are expressly prohibited.
   b. Tenant shall not use and allow the use of the Leased Premises for any purposes or activities prohibited by the laws, regulations, or ordinances of the United States, State of Wyoming, Teton County, or the Town of Jackson.
   c. Tenant shall not do or allow to be done anything objectionable to the fire insurance companies, whereby fire insurance or any other insurance now in force or hereafter to be placed on the Leased Premises or any part thereof shall become void or suspended, or be rated as a more hazardous risk than at the date when Tenant receives possession hereunder. In the event of breach of this covenant, in addition to all other remedies of Landlord, Tenant shall pay Landlord as additional rent any increase in insurance premiums.
   d. Tenant shall not use or allow the use of the Leased Premises nor the Common Areas for the storage, manufacture, selling or distribution of any dangerous, noxious, or hazardous substance.

8. Alcohol Sales and Service. Tenant shall have the right, so long as Tenant has a valid permit from the Town of Jackson, to sell alcoholic and/or malt liquor in specific locations from within and upon the Leased Premises in accordance with any and all conditions applicable to said license, and must adhere to all applicable laws of the State of Wyoming and ordinances of the Townof Jackson as they may exist now or in the future.

   Tenant and Landlord agree the below conditions on the serving of alcohol in the Leased Premises enable minors to frequent the Leased Premises and Tenant agrees to the following restrictions associated with the dispensing of liquor:
   a. The licensee will not be allowed to sell package liquor to the public for off premises consumption.
   b. During standard operating functions, which is specifically operation as an ice rink, the applicant will be allowed to sell beer and wine only.
   c. Full liquor service may be allowed at banquets, parties, conventions, exhibitions, conferences, concerts, or special events only.
   d. The Tenant shall not operate the Leased Premises as a bar or lounge at any time.

9. Acceptance of the Leased Premises. Taking possession of the Leased Premises by Tenant shall be conclusive evidence against the Tenant that such Premises are (subject to certain exceptions described below) in good and satisfactory condition when possession of same was taken, that Tenant has inspected the Leased Premises, and accepts the same in "as is" condition. Notwithstanding the foregoing, Landlord acknowledges

that certain repairs are needed to the Leased Premises (including repairs to the Building's roof) which are addressed in more detail in paragraph 12 below.

10. Taxes and Assessments. Landlord shall pay all real estate taxes, real estate assessments, and any and all other governmental charges, assessments, or taxes payable in respect to the Leased Premises or any part thereof during the term of this Lease. Tenant shall be liable for all taxes levied against its personal property, business operations, trade fixtures, and other property placed by Tenant in, on, or about the Leased Premises, and any other commercial activity undertaken by Tenant in, on, or about the Leased Premises.

11. Snow Removal; Electrical; Landscaping; Garbage; Cleaning; Utilities.

    a. Snow Removal Costs: Tenant shall cooperate with the other tenants of the Snow King Center to obtain snow removal services for the Leased Premises.

    b. Electric and Gas: Tenant shall cooperate with the other tenants of the Snow King Center to obtain electric and gas service for the Leased Premises.

    c. Landscaping: Tenant shall contract with a private company for landscaping services, including at minimum i) routine maintenance and ii) planting of flowers and cosmetic landscaping of the Leased Premises. As used in this provision, "routine maintenance" means such things as, but is not limited to mowing, fertilizing, trimming, control of pests and weeds, and cleanliness, including keeping the Leased Premises clear of any trash, cigarette butts, or other detritus.

    d. Garbage Costs: Tenant is solely responsible for waste removal generated from the Leased Premises and shall contract with a private company for such services.

    e. Water & Sewer & Irrigation: Tenant shall cooperate with the other tenants of the Snow King Center to obtain electric and gas service for the Leased Premises.

    f. Utility Costs: Any and all utility services used by and in connection with the Leased Premises, including telephone, cable television, internet service, and other utility services to, used by, or in connection with the Leased Premises, shall be contracted for by Tenant in its name and at its sole cost.

    g. Cleaning Costs: Tenant shall contract with a private company for facility cleaning services at the Leased Premises.

12. Repair and Maintenance.

    a. Tenant acknowledges that it is accepting the Leased Premises in the condition described in paragraph 9 above. Tenant shall perform the following routine maintenance duties upon and within the Leased Premises during the term of this Lease (certain duties of Landlord are also described below):

        (1) Clean, sanitize and maintain all areas of the Leased Premises used by the public including the entry and exit ways, locker rooms, bathrooms, and viewing/seating areas.

        (2) Perform all routine maintenance on the furnaces serving the Leased Premises including routine changing of filters. Landlord shall be responsible for repairing the furnace motors, fans and heating elements and/or replacing the furnaces, provided Landlord may delegate to Tenant the authority to schedule and supervise professional repair or replacement of the furnaces.

        (3) Perform all routine maintenance on the water heaters serving the Leased Premises. Landlord shall be responsible for repairing the heating elements and/or replacing water heaters, provided Landlord may delegate to Tenant the authority to schedule and supervise professional repair or replacement of the water heaters.

        (4) Perform all routine maintenance on the chiller and compressors serving the Leased Premises including checking and refilling oil and glycol levels. Landlord shall be

responsible for repairing significant elements of the chiller and compressors and/or replacing the chiller and compressors, provided Landlord may delegate to Tenant the authority to schedule and supervise professional repair or replacement of the compressors.

(5) Perform all routine maintenance and upkeep of the bleachers.

(6) Perform all routine maintenance and upkeep of the boards and glass for the rink. Tenant shall replace all broken glass.

(7) Tenant shall follow applicable building code relating to storage in the building and shall ensure that all stored items are sufficiently set back from electrical panels as required by applicable code.

(8) Tenant shall maintain the ice surface through the term of this Lease up to industry safety standards.

(9) Tenant shall perform all routine maintenance on the lighting for the Leased Premises and shall replace all burnt-out light bulbs.

All entry/exist doors need to remain clean and operable throughout the lease Term.

b. In addition to those responsibilities of Landlord described in paragraph 12.a. above, Landlord shall repair and maintain the capital items serving the Property, including the roof, foundation, and structural portions of the Building (including walls and siding), air conditioning, plumbing, heating and electrical systems furnished by Landlord, unless such maintenance and repairs are caused in part or in whole by the act, neglect, fault, or omission of any duty by the Tenant, its agents, employees or invitees, in which case Tenant shall pay to Landlord the actual cost of such maintenance and repairs. Tenant shall give Landlord written notice of any required repairs or maintenance. Landlord acknowledges that the Building roof is leaking and in need a repair and shall undertake such repairs in a timely manner.

c. If the Landlord determines, in its sole discretion, that the Leased Premises are not being properly maintained in the manner described in paragraph 12.a. above, it shall give notice to Tenant in writing to maintain the Leased Premises. The Tenant shall have forty-eight (48) hours in which to correct any minor deficiencies (small repairs or cleaning inadequacies) and thirty (30) days for larger repairs that were caused in part or in whole by the act, neglect, fault, or omission of any duty by the Tenant, its agents, employees or invitees. If the repairs and maintenance are not performed to Landlord's satisfaction within the required time period, Landlord may employ another person or entity to repair and/or maintain all or any part of the Premises and the Tenant shall be responsible for the payment of all expenses and costs related to said repair and maintenance, which if not paid, shall be deemed a default as provided herein.

13. Parking. Tenant may not park any vehicle anywhere other than the parking lots in legally stiped and marked parking stalls. Tenant may not park any vehicle in the patio area on north side of the Building.

It is expressly understood by the parties that the parking lots associated with the Property are public parking lots. Landlord has the authority to prohibit parking that interferes with the safe and appropriate use of the Leased Premises or Property, and retains the right to sign and enforce parking regulations for public safely, access, and appropriate use. It is expressly understood by Tenant that violation(s) of the foregoing restrictions by Tenant, its employees, agents, contractors, or the like will result in parking enforcement action(s), including citations and towing as necessary.

14. Alterations and Improvements.

a. Landlord shall have the right at any time to enter the Leased Premises to inspect or to make such additions, repairs, or alterations as it may deem necessary or proper for the safety, improvement,

or preservation of the Leased Premises. Tenant waives any claim for damages including loss of business resulting therefrom. All such additions, repairs, or alterations shall be done, so far as practicable, to avoid interference with Tenant's occupancy and use of the Leased Premises, provided that Tenant shall not be entitled to compensation for unavoidable interference with its occupancy and use.

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.

15. Insurance.

a. Tenant shall maintain, at its expense, fire and extended coverage insurance on all of its personal property, including trade fixture and on all additional and improvements made by Tenant not required to be insured by Landlord.

b. Tenant shall, at Tenant's expense, maintain a policy or policies of comprehensive general liability insurance with the premiums thereof fully paid on or before due date, issued by and binding upon an insurance company with a Best Rating Guide A plus Class 15 Rating, such insurance to afford minimum portion of not less than a single limit for bodily injury and property damage of not less than One Million Dollars ($1,000,000.00). The insurance policy shall name Landlord as an additional insured and shall cover all risks incident to Tenant's use of the Leased Premises and business in connectiontherewith.

c. Tenant shall furnish and deposit with Landlord certificates of all such insurance policies to be maintained by Tenant with evidence of payment of the premiums thereon obtained at or prior to the commencement of the term of this Lease, and copies of all insurance policies obtained at any time thereafter during the term of this Lease. All such insurance policies, including such policies referred to immediately above, shall contain a clause or endorsement to the effect that they may not be terminated or materially amended during the term of this Lease except after fifteen (15) days written notice thereof to Landlord.

16. Assignment, Sublease and Mortgage by Tenant. Tenant may not, whether voluntarily or by operation of law nor whether in whole or in part, mortgage, pledge, hypothecate, deed in trust, sublet, grant a concession, collaterally or absolutely assign its interest in this Lease, the Leased Premises, or any interests or rights appurtenant to this Lease, otherwise encumber the leasehold estate or the Premises, or assign or pledge the same as security for any debt. Such shall be deemed to include any attempt by Tenant to make or permit any voluntary or involuntary, total or partial, sale, assignment, sublease, conveyance, mortgage, pledge, encumbrance, or other transfer of any or all of the leasehold estate. Any attempt to do so shall constitute a Default under this Lease.

17. Signs. No signs shall be placed at or upon the Leased Premises or Common Areas, except upon the prior written approval under this Agreement and acquisition of all legally required permits from the Town of Jackson. Advertising within the Leased Premises such as on ice rink boards and in other non-permanent forms shall not be subject to this paragraph 17 but shall be subject to the advertising policy described in paragraph 18 below.

18. Advertisements.

a. Tenant is authorized to place and contract for others to place advertising within the Leased Premises only as follows:

i. Tenant shall comply with the Advertising Policy, attached here and made a part hereof by

this reference, in Exhibit B.

ii. Tenant is not authorized to place advertising outside the Leased Premises, the Common Areas, on the exterior of the Building, or anywhere on the Property.

19. Damage or Destruction to Leased Premises.

a. If the Leased Premises are damaged by fire, the elements, unavoidable accident or other casualty, without the fault or negligence of Tenant, or Tenant's employees, agents, visitors, licensees or invitees, and the Leased Premises are not thereby rendered untenantable in whole or in part, Landlord shall have the right, at its expense, to cause such damage to be repaired, and the rent shall not be abated. If, by reason of such occurrence, the Leased Premises shall be rendered wholly untenantable, Landlord shall have the right to cause such damage to be repaired and the rent, during such period of repair, shall be abated in whole. There shall be no extension of the term of this Lease by reason of such abatement. Notwithstanding the foregoing provisions, if the Leased Premises cannot be repaired within one hundred eighty (180) days from the date such damage occurs, Landlord and Tenant shall, at their option, have the right to declare the balance of the term of this Lease to be null and void.

b. If any such damage or destruction occurring to the Leased Premises, whether partial or complete, occurs as the result of the fault or any negligence of Tenant or Tenant's employees, agents, business invitees, or licensees the cost and expense of all repairs necessary to restore the condition of the Leased premises shall be borne exclusively by the Tenant and there shall not be apportionment nor abatement of rent during the term of this Lease.

20. Default by Tenant. Tenant agrees to observe and perform the conditions and covenants set forth in this Lease. If Tenant shall fail to observe or perform any of the conditions or covenants and such default shall continue for more than Thirty (30) days after written notice of such default, or if the default is of such a nature that it cannot be cured within Thirty (30) days, than Ninety (90) days if cure is commenced promptly and diligently pursued to completion, it shall be lawful for Landlord, at its election, with or without previous notice, to terminate this Lease or to re-enter and repossess the Leased Premises without termination, with or without legal proceeding, using such force as may be necessary, and to remove therefrom any personal property belonging to Tenant without prejudice to any claim for rent or for breach of the covenants hereof, or without being guilty of any manner of trespass or forcible entry and detainer. The foregoing prescribed rights shall be non-exclusive and shall be in addition to any and all of the rights and remedies Landlord may have pursuant to governing law.

21. Payments After Termination. No payments of money by Tenant to Landlord after the termination of this Lease, or in any manner after Landlord provides notice to Tenant or termination, shall reinstate, continue, or extend the term of this Lease or affect any notice given to Tenant prior to the payment of such money.

22. Abandonment of Leased Premises. If Tenant shall abandon or vacate the Leased Premises before the end of the term of this Lease, or if Landlord re-enters the Leased Premises without termination, the Landlord may, at its option and without notice to Tenant, re-let the same, or any part thereof, as it may see fit, without thereby voiding or terminating this Lease, and, for the purpose of such re-letting, Landlord is authorized to make any repairs, changes, alterations or additions in or to the Leased Premises, as may, in the sole discretion of Landlord, be necessary or desirable for the purpose of such re-letting, and if a sufficient sum shall not be realized from such re-letting each month to equal the monthly rental under the provisions of this Lease, then Tenant agrees to pay such deficiency.

23. Surrender. Upon termination of this Lease, the Tenant shall quit and surrender the premises in as good condition and repair as it is at the date of commencement of this Lease, reasonable and wear and tear excepted, together with all alterations, interior decorations, additions and improvements that may have

been made in, to, or upon the premises, including but not limited to carpeting, wall paneling and ceiling tiles, and excepting movable furniture and unattached movable trade fixtures. Tenant shall not have the right to remove removable light fixtures. All property and improvements of the Tenant not removed at the termination of this Lease shall be deemed abandoned by the Tenant.

24. Holding Over. Should the Tenant hold possession hereunder after the expiration of the Lease term, the Tenant shall become a Tenant on a month-to-month basis upon all the terms, covenants and conditions hereinspecified.

25. Indemnification. Tenant shall indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability and expense (including attorney's fees related thereto) in connection with loss of life, personal injury or damage to property occurring in, on or about, or arising out of the Leased Premises or the occupancy or use of the Leased Premises by the Tenant or agents, licensees, invitees, concessionaires, guests, contractors, customers, employees, etc. or occasioned wholly or in part by any act or omission of Tenant, its agents, licensees, business invitees, concessionaires, guests, contractors, customers, employees or subtenants, etc.; provided such claims, actions, damages, liability and expense (including attorney's fees related thereto) were not caused by the gross negligence or willful misconduct of Landlord, its agents, employees, or contractors.

26. Landlord's Access. Tenant shall permit Landlord, or its representative, to inspect at any time the Leased Premises and to make improvements to the Leased Premises as Landlord may now or hereafter deem to be necessary and/or appropriate for the Leased Premises. All such improvements shall be done, so far as practicable, to avoid interference with Tenant's occupancy and use of the Leased Premises, provided that Tenant shall not be entitled to compensation for unavoidable interference with its occupancy and use.

27. Notices. Any notices required or permitted to be given or served by either party to the other shall be deemed to have been duly given upon mailing if sent by certified mail, postage prepaid, return receipt requested, to the respective addresses set forth below.

TENANT: Center Management Inc.
P.O. Box 10965
Jackson, Wyoming 83002

LANDLORD: Town of Jackson
Attn: Town Clerk
P.O. Box 1687
Jackson, Wyoming 83001

28. General Provisions.

a. Entirety of Agreement. This Lease represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

b. Severability. Should any portion of this Lease be judicially determined to be illegal or unenforceable, the remainder of this Lease shall continue in full force and effect, and either party may renegotiate the terms affected in the severance.

c. Time is of the Essence: Time is of the essence of this Lease, and of each and every covenant, term, condition, and provision of this Lease.

d. Waiver. No waiver or breach of any one or more of the conditions or covenants in this Lease by Landlord shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

e. No Partnership. No partnership or joint venture is created by this Lease. The Landlord and Tenant

shall be construed to be that relationship of Landlord the Tenant only

f. Amendment or Modification. Tenant acknowledges that it has not relied upon any statement, representation, agreement or warranty, except such as are expressly stated herein, and that no amendment, change or modification of this Lease shall be valid or binding unless expressed in writing and executed by both the Parties.

g. Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the rent herein stipulated and no endorsement or statement on any check or any letter accompanying any check or payment as rent, will be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this lease provided.

h. Governing Law. This Lease and its provisions shall be construed and enforced in accordance with and pursuant to governing the laws of the State of Wyoming law. The Courts of the State of Wyoming shall have jurisdiction over any action arising out of this Lease and over the Parties, and the venue shall be in the Ninth Judicial District, State of Wyoming.

i. Construction. The headings used in this Lease are for convenience only and are not to be used in its construction.

j. Integration: The parties intend this statement of their agreement to constitute the complete, exclusive, and fully integrated statement of their agreement. As such, it is the sole expression of their agreement as to the matters set forth herein, and they are not bound by any other agreements of whatsoever kind or nature.

k. Attorney's Fees. In the event either party shall find it necessary to obtain the services of an attorney to enforce any of the covenants or conditions of this Lease, the prevailing party shall be entitled to reimbursement for all costs and expenses, including reasonable attorney's fees, whether or not litigation is commenced.

l. Joint and Several. If there is more than one person comprising the Tenant, the covenants, agreements, undertakings, and obligations hereunder shall be the joint and several obligations of all such persons.

m. Counterparts; Digital Signatures. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. At the request of either Party, each Party agrees to execute an original of this Agreement as well as any facsimile or other reproduction hereof.

n. Governmental Immunity. Landlord does not waive its governmental immunity by entering into this Lease, and retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Lease.

IN WITNESS WHEREOF, the Parties hereto have executed this Lease to be effective as of the _____ day of _____, 2022.

LANDLORD:

TOWN OF JACKSON

By:_____
Hailey Morton Levinson
Its: Mayor

ATTEST:_____
Town Clerk

TENANT:

CENTER MANAGEMENT INC.

By:_____
Name: John Valiante
Its: President

EXHIBIT A

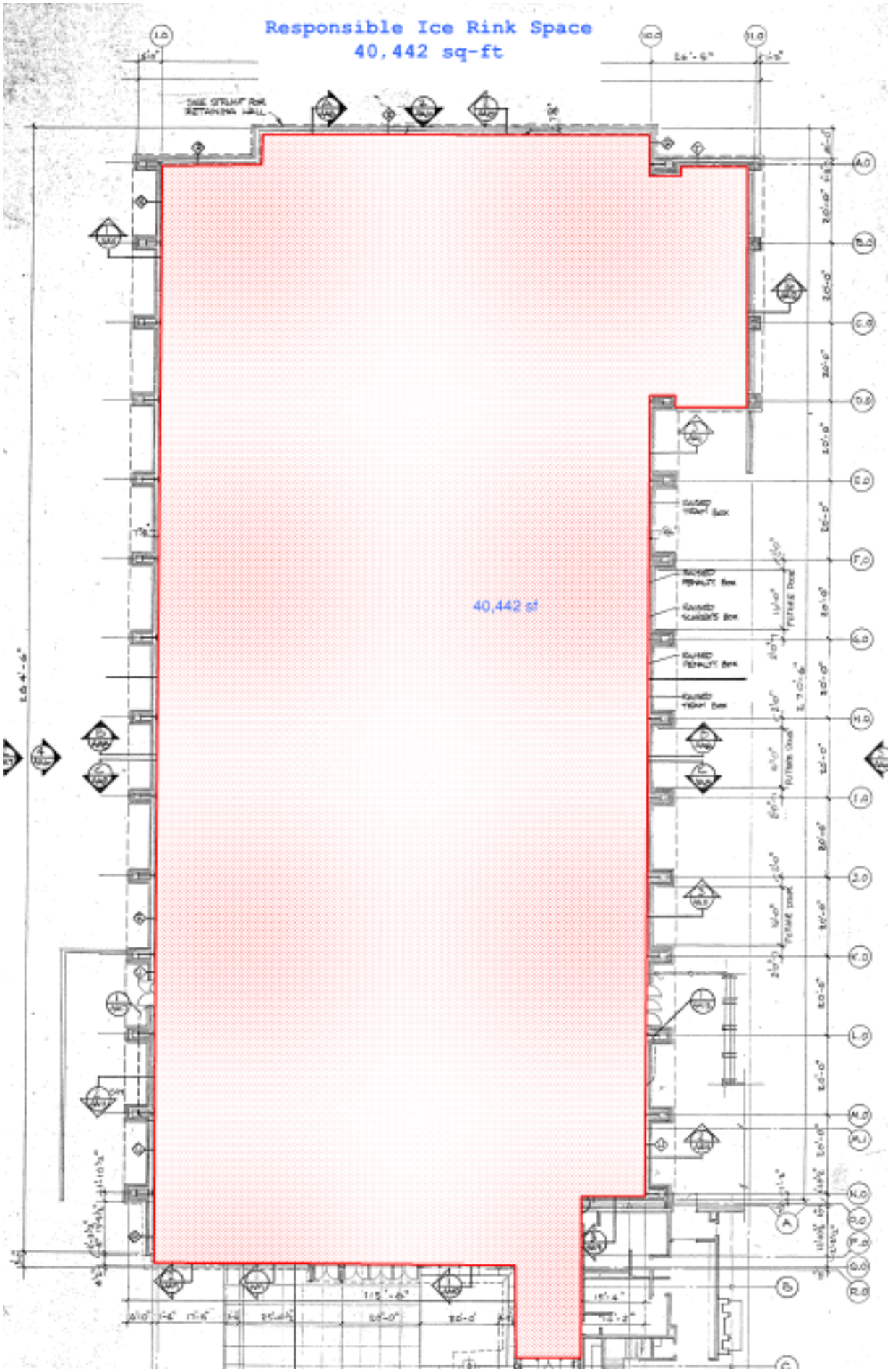


EXHIBIT A

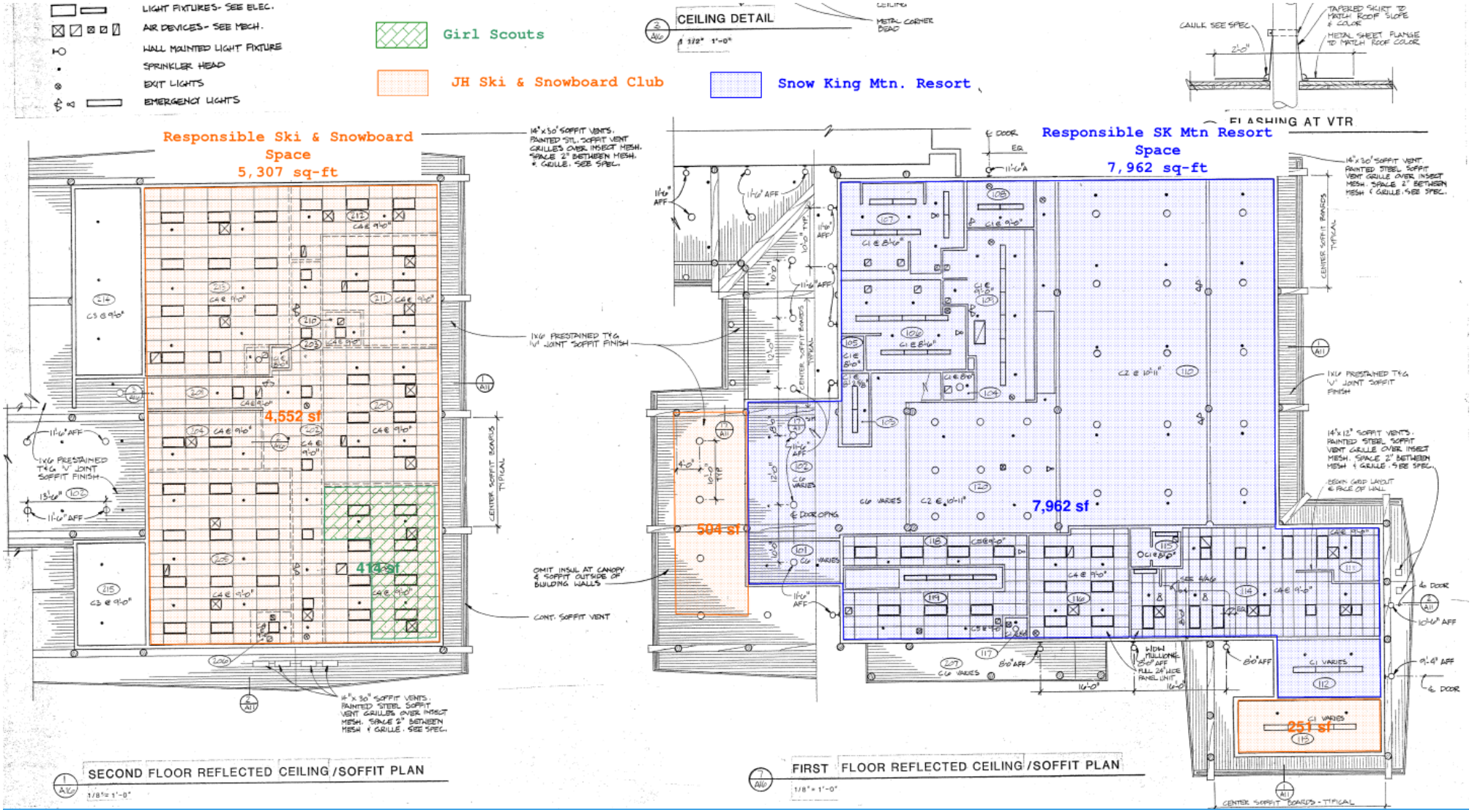

LIGHT FIXTURES- SEE ELEC.
AIR DEVICES- SEE MECH.
WALL MOUNTED LIGHT FIXTURE
SPRINKLER HEAD
EXIT LIGHTS
EMERGENCY LIGHTS
Girl Scouts
JH Ski & Snowboard Club
Snow King Mtn. Resort
CEILING DETAIL
METAL CORNER BEAD
FLASHING AT VTR
Responsible Ski & Snowboard Space
5,307 sq-ft
4,552 sf
414 sf
Responsible SK Mtn Resort Space
7,962 sq-ft
7,962 sf
504 sf
251 sf
16"x30" SOFFIT VENTS. PAINTED STL. SOFFIT VENT GRILLES OVER INSECT MESH. SPACE 2" BETWEEN MESH & GRILLE. SEE SPEC.
1X6 PRESTAINED T&G V JOINT SOFFIT FINISH
OMIT INSUL AT CANOPY & SOFFIT OUTSIDE OF BUILDING WALLS
CONT. SOFFIT VENT
CENTER SOFFIT BOARDS TYPICAL
14"x30" SOFFIT VENT PAINTED STEEL SOFFIT VENT GRILLE OVER INSECT MESH. SPACE 2" BETWEEN MESH & GRILLE. SEE SPEC.
14"x12" SOFFIT VENTS. PAINTED STEEL SOFFIT VENT GRILLE OVER INSECT MESH. SPACE 2" BETWEEN MESH & GRILLE. SEE SPEC.
SECOND FLOOR REFLECTED CEILING/SOFFIT PLAN
1/8"=1'-0"
FIRST FLOOR REFLECTED CEILING/SOFFIT PLAN
1/8"=1'-0"

EXHIBIT A

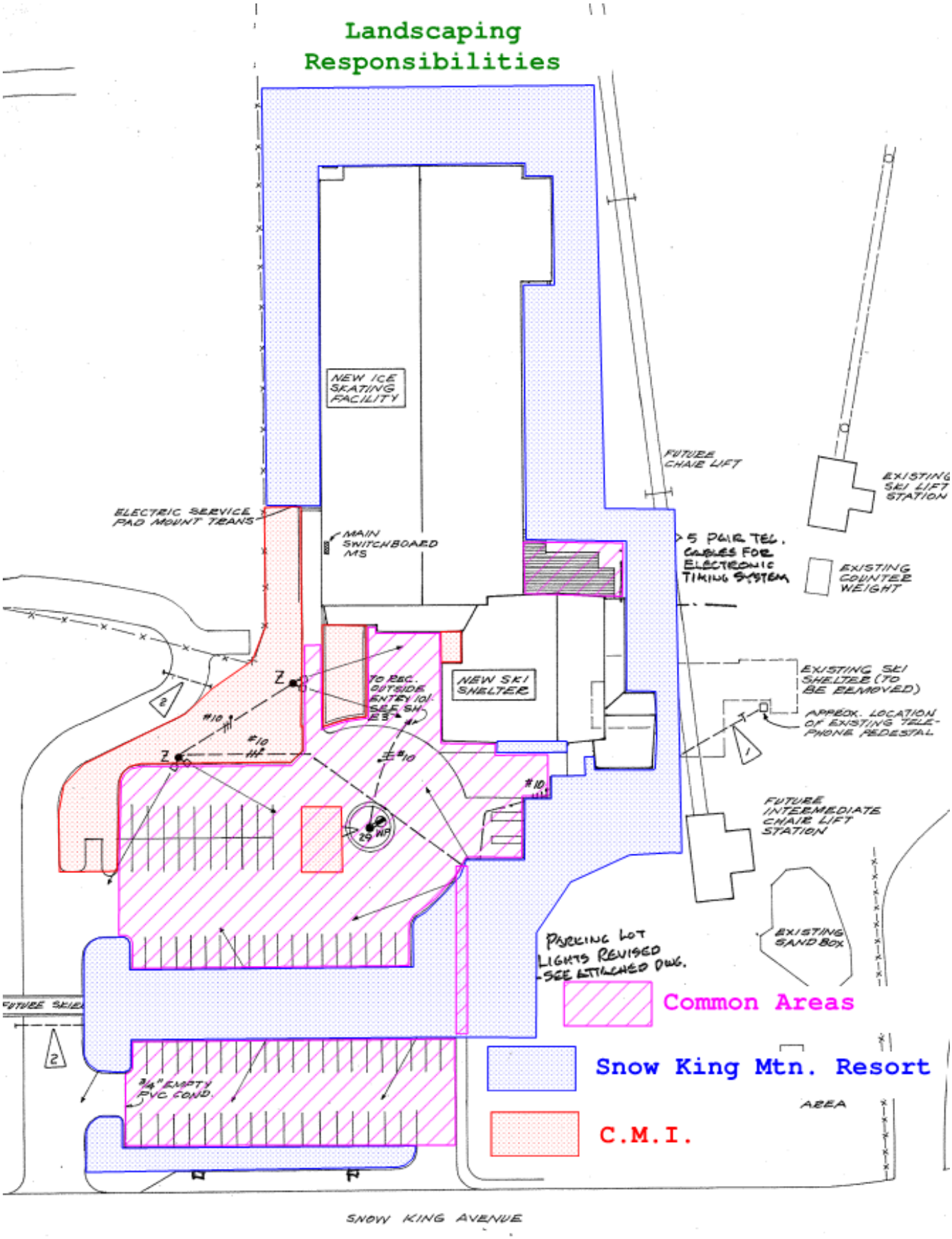

Landscaping Responsibilities
NEW ICE SKATING FACILITY
NEW SKI SHELTER
FUTURE CHAIR LIFT
EXISTING SKI LIFT STATION
ELECTRIC SERVICE PAD MOUNT TRANS
MAIN SWITCHBOARD MS
5 PAIR TEL. CABLES FOR ELECTRONIC TIMING SYSTEM
EXISTING COUNTER WEIGHT
TO EXIST. OUTSIDE ENTRY (2) SEE SH. E3
EXISTING SKI SHELTER (TO BE REMOVED)
APPROX. LOCATION OF EXISTING TELEPHONE PEDESTAL
FUTURE INTERMEDIATE CHAIR LIFT STATION
EXISTING SAND BOX
PARKING LOT LIGHTS REVISED SEE ATTACHED DWG.
Common Areas
Snow King Mtn. Resort
C.M.I.
AREA
3/4" EMPTY PVC COND.
SNOW KING AVENUE

EXHIBIT B

SNOW KING CENTER ADVERTISING POLICY

Effective April 1, 2022

1. SNOW KING CENTER

   a. Snow King Center. The Town of Jackson is the owner of that certain parcel of real property and improvements thereon described generally as the Snow King Center (to include the Ice Arena and Ski Shelter), as more particularly described on Exhibit A. ("Snow King Center").

2. PURPOSE AND INTENT

   a. Primary Purpose. The primary purpose of the Snow King Center is to provide the public a safe environment for public recreation. Consistent with this purpose, the Town places great importance on maintaining a secure, safe, and comfortable Snow King Center that provides public recreation opportunities. To generate additional revenue for the operations and maintenance of Snow King Arena, while also accomplishing the primary objectives listed above, the Town will accept advertising on/in the Snow King Center only if such advertising complies with this Advertising Policy.

   b. Nonpublic Forum Status. The Town's acceptance of advertising does not provide or create a general public forum for expressive activities. In keeping with its proprietary function as a provider of public recreation facilities, the Town does not intend its acceptance of advertising to convert the Snow King Center into a public forum for public discourse and debate. Rather, as noted above, the Town's 's sole purpose and intent is to accept advertising as an additional means of generating revenue to support its recreation facility operations. In furtherance of that discreet and limited objective, the Town's retains strict control over the nature of the ads accepted for posting on or in the Snow King Center and maintains its advertising space as a nonpublic forum.

   c. Interference with Purpose. Certain types of advertisements interfere with the advertising program's sole purpose of generating revenue to benefit the operation and maintenance of the Snow King Center. This Advertising Policy advances the advertising program's revenue-generating objective and preserves the forum's primary purposes by prohibiting advertisements that interfere with and divert resources from operations, that detract from the recreation purposes by creating substantial controversy, and/or that pose significant risks of harm, inconvenience, or annoyance to public users. Such advertisements create an environment that is not conducive to achieving increased revenue for the benefit of the Snow King Center or to preserving and enhancing the security, safety, comfort and convenience of its operations. The viewpoint neutral restrictions in this policy thus foster the maintenance of a professional advertising environment that maximizes advertising revenue, and protects the interests of the captive audience that uses the Snow King Center.

      This policy is intended to provide guidance as to the types of advertisements that will allow the Town to generate revenue and enhance public recreation at the Snow King Center by fulfilling the following important goals and objectives:

      i. Maximizing advertising revenue;

      ii. Maintaining a position of neutrality and preventing the appearance of favoritism or endorsement by the Town;

      iii. Preventing the risk of imposing objectionable, inappropriate or harmful views on a captive audience;

      iv. Preserving the value of the advertising space;

      v. Maximizing use and maintaining a safe environment for the public users of the Snow King

Center;

vi. Avoiding claims of discrimination and maintaining a non-discriminatory environment for users;

vii. Preventing any harm or abuse that may result from running objectionable, inappropriate or harmful advertisements;

viii. Reducing the diversion of resources from facility maintenance and operation that is caused by objectionable, inappropriate or harmful advertisements.

ix. Preserving the Town's business reputation as a professional, effective and efficientprovider of public recreationfacilities and services.

The Snow King Center is a nonpublic forum and, as such, the Town will accept only that advertising that falls within the categories of acceptable advertising specified in this viewpoint neutral policy and that satisfies all other access requirements and restrictions provided herein.

d. Right to Modify, Suspend, Revoke. The Town reserves the right to suspend, modify or revoke the application of any of the standards in this Policy as it deems necessary to comply with legal mandates, to accommodate its primary function Application of Policy. This Advertising Policy applies to the posting of all advertisements in the Snow King Center on or after the Effective Date. Any advertisements which would be prohibited under this Policy, but which were posted pursuant to the terms of a fully executed advertising contract prior to January 1, 2022 and that is provided to the Town in writing, will be allowed to remain posted for the duration of that contract.

e. as a recreation facility, or to fulfill the goals and objectives identified above. All of the provisions in this Policy shall be deemed severable.

This Policy does not apply to the Town's government speech as defined below.

f. Disclaimer of Endorsement. The Town's acceptance of an advertisement does not constitute express or implied endorsement of the content or message of the advertisement, including any person, organization, product, service, information or viewpoint contained therein, or of the advertisement sponsor itself. This endorsement disclaimer extends to and includes content that may be found via internet addresses, quick response ("QR") codes, and telephone numbers that may appear in posted ads and that direct viewers to external sources of information.

3. IMPLEMENTATION RESPONSIBILITY

a. The Town Manager, or their designee, is responsible for the implementation of this Advertising Policy.

4. SNOW KING CENTER POLICIES

a. Permitted Advertising Content: Subject to the limitations herein, the following classes of advertising are authorized in and on the Snow King Center:

i. Commercial Advertising. Advertising proposing, promoting, or soliciting a commercial transaction for the sale, rent, lease, license, distribution or availability of goods, property, services, or events for the advertiser's commercial or proprietary interest, or more generally promoting an entity or entities that engage in such activities.

ii. Government Advertising. Advertising by a federal, state or local governmental entity that

advances specific governmental purposes. On a limited basis, the Town may make unpaid advertising space available for public service announcements. Costs associated with the design, production, installation and removal of public service announcements are the responsibility of the governmental agency requesting the public service announcement. The advertising and public service announcements permitted under this section cannot contain displays or messages that qualify as Prohibited Advertising as provided herein and must comply with this Advertising Policy. Unless the source of the advertising or public service announcement is obvious from the content or copy, the advertisement or public service announcement, whether paid or unpaid, must specifically identify the sponsor of the advertisement or the message.

iii. Nonprofit Public Service Announcements. Advertising that is sponsored by a nonprofit organization that is exempt from taxation under Section 501(C)(3) of the Internal Revenue Code and has provided documentary proof of such status, that is directed to the general public or a significant segment of the general public, and that relates to the:

1. Prevention or treatment of illnesses or promotion of personal health
2. Education, training or employment services
3. Arts, culture, or special events;
4. Provision of children and family services;
5. Provision of services and programs that provide support to low income citizens, senior citizens, or people with disabilities; or
6. Solicitation by broad-based contribution campaigns that provide funds or goods to charitable organizations active in the above-listed areas.

b. Prohibited Advertising Content: Advertising is prohibited on or in the Snow King Center if it falls within one or more of the following categories:

i. Political Speech. Advertising that promotes, or opposes a political party, any person or group of persons holding federal, state or local government elected office, the election of any candidate or group of candidates for federal, state or local government offices, or initiatives, referendums or other ballot measures.

ii. Public Issue Speech. Advertising that non-incidentally expresses or advocates or appears to express or advocate an opinion, position or viewpoint on a matter of public debate about economic, political, public safety, religious or social issues.

iii. Religious. Advertising that promotes or opposes any identifiable or specific religion or religious viewpoint, message or practice.

c. Prohibited Products, Services or Activities. Any advertising that (i) promotes or depicts the sale, rental, or use of, participation in, or images of the following products, services or activities; or (ii) that uses brand names, trademarks, slogans or other material that are identifiable with such products, services or activities.

i. Tobacco. Tobacco products, including but not limited to cigarettes, cigars, e-cigarettes, vaping materials or equipment, and smokeless (e.g., chewing) tobacco.

ii. Alcohol. Beer, wine, distilled spirits or any alcoholic beverage licensed and regulated under Wyoming law, however, this prohibition shall not prohibit advertising that includes the name of a restaurant that is open to minors. Notwithstanding the foregoing and provided it otherwise is in compliance with this Advertising Policy, alcoholic beverage

advertising may remain in place in the Snow King Center until March 31, 2025. No such contracts may be renewed or extended, whether by automatic provision therein or otherwise, without written approval from Council.

iii. Firearms. Firearms, ammunition or other firearms-related products.

iv. Adult/ Mature Rated Films. Television Video Games, or Theatrical Presentations. Adult films rated "X" or "NC-17," or video games rated "A," or theatrical presentations recommended by the sponsor for persons 18 years or older.

v. Adult Entertainment Facilities. Adult bookstores, adult video stores, nude dance clubs and other adult entertainment establishments.

vi. Other Adult Services. Adult telephone services, adult internet sites and escort services.

vii. Sexual Subject Matter. Any advertising that contains or involves any material that describes, depicts or represents sexual organs or activities in a manner that a reasonably prudent person, knowledgeable of the Town and using prevailing community standards, would find inappropriate for the public recreation environment, including persons under the age of 18.

viii. False or Misleading. Any material that is or that the sponsor reasonably should have known is false, fraudulent, misleading, deceptive or would constitute a tort of defamation or invasion of privacy.

ix. Copyright, Trademark or Otherwise Unlawful. Advertising that contains any material that is an infringement of copyright, trademark or service mark, or is otherwise unlawful or illegal.

x. Illegal Activity. Any advertising that promotes any activity or product that is illegal under federal, state or local law.

xi. Profanity and Violence. Advertising that contains any profane language or employs the use of miscellaneous characters or symbols as a substitute for profane language, or portrays images or descriptions of graphic violence, including dead, mutilated or disfigured human beings or animals, the act of killing, mutilating or disfiguring human beings or animals, or intentional infliction of pain or violent action towards or upon a person or animal.

xii. Threatening Harm. Advertising that contains any threat, implied or direct, to harm a particular individual or group of individuals.

xiii. Harmful or Disruptive to Snow King Center. Advertising that contains material that is so objectionable as to be reasonably foreseeable that it may result in harm to, disruption of, or interference with, the operation, or business reputation of the Snow King Center. For purposes of determining whether an advertisement contains such material, the Town will determine whether a reasonably prudent person, knowledgeable of the Town and using prevailing community standards, would believe that the material is so objectionable that it is reasonably foreseeable that it may result in harm to, disruption of, or interference with, the operation, or business reputation of the Snow King Center.

xiv. Lights, Noise and Special Effects. Flashing lights, sound makers, mirrors or other special effects that interfere with, disturb, or interrupt the safe practice of recreation activities in the Snow King Center.

d. Prohibitions on Literature or Product Distribution and Leafletting. The Town's purpose in operating the Snow King Center is to meet the public's need for safe environment for public recreation. The

Snow King Center is not intended to be a public forum for public discourse or expressive activity.

Literature or product distributions, leafleting and similar activities can disrupt activities, distract sport participants, distract those providing supervision, cause maintenance issues, and otherwise create safety issues for facility users. Accordingly, distribution of literature, leafleting, and other informational or activities are prohibited within the Snow King Center.

e. Artwork. The Town reserves the right to reject any artwork or design on the basis of aesthetics or any effect the placement may have on the operations, maintenance or safety of the government's property.

f. Sponsor Attribution and Contact Information. Any advertising in which the identity of the sponsor is not readily and unambiguously identifiable must include the following phrase to identify the sponsor in clearly visible letters no smaller than 24-point type for interior advertising:

Paid for by _____

"Teaser ads" that do not identify the sponsor will, however, be allowed so long as a similar number of follow up advertisements are posted within eight weeks of the initial teaser ads that do identify the sponsor of those initial ads.

5. GOVERNMENT SPEECH. The provisions of this policy do not apply to the Town's government speech, which includes advertising sponsored solely by the Town, by government entities, or by the Town jointly with another government entity to communicate messages deemed appropriate by the Town Manager, or their designee.

6. PROCEDURES.

a. All contracts for advertising in the Snow King Center shall contain a provision stating that such advertising must comply with this Advertising Policy.

b. If the Town Manager or their designee finds, in their reasonable discretion, that any advertising is not in compliance with this Advertising Policy, the Town Manager, or their designee, may at any time discuss with the entity proposing the advertisement one or more revisions to an advertisement, which, if undertaken, would bring the advertisement into conformity with this Advertising Policy. If the revisions are not undertaken, the advertisement shall be removed within five business days.

c. The Town Manager, or their designee, may consult with appropriate Town of Jackson staff, including the Town Attorney, at any time during the review process.

COMMERCIAL LEASE AGREEMENT BETWEEN THE TOWN OF JACKSON AND THE JACKSON HOLE SKI & SNOWBOARD CLUB

This Commercial Lease Agreement ("**Lease**") is made by and between the Town of Jackson, a municipal corporation of the State of Wyoming, 150 E. Pearl Avenue/ P.O. Box 1687, Jackson, Wyoming 83001("**Town**" or "**Landlord**") and the Jackson Hole Ski & Snowboard Club, a Wyoming nonprofit public benefit corporation, of 100 E Snow King Ave./P.O. Box 461, Jackson, Wyoming 83001 ("**Tenant**")(collectively "**Parties**").

RECITALS

WHEREAS, Town is the owner of that certain parcel of real property and improvements described generally as the Snow King Center (to include the Ice Arena and Ski Shelter), as more particularly described as PT. NW1/4SW1/4 SEC. 34, TWP. 41, RNG. 116; as shown on Map of Survey T-71B (hereinafter "**Property**") and the building located thereon ("**Building**" or "**Snow King Center**"); and

WHEREAS, the Town finds it to be in the public interest to provide ski shelter use and services for the public benefit; and

WHEREAS, the Parties agree that any other leases between the Parties concerning this property are revoked and are superseded by this document; and

WHEREAS, the Parties hereto desire to enter into a written lease agreement providing terms, covenants and conditions forthe use and occupancy of a portion of the Property and certain areas appurtenant thereto, all as more particularly described below.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and undertakings and benefits to the Parties, herein set forth to be kept and performed by the Parties hereto, the Parties agree as follows:

1. **Lease:**
    a. Leased Premises. Landlord agrees to lease to Tenant, and Tenant agrees to lease from Landlord, a portion of the Property as follows: All areas of the Building shaded in orange in Exhibit B, attached hereto and made a part hereof by this reference, ("**Leased Premises**"), which amount to a total of, approximately, 5,307 square feet of space.
    b. Common Areas. The i) driveways, parking areas, and sidewalks on the Property; ii) the interior hallway linking the Ice Arena and Ski Shelter portions of the Building; and iii) the hallways, all as shown on Exhibit B and shaded pink, are common areas ("**Common Areas**"). The Common Areas are subject to Town's exclusive control at all times. Tenant acknowledges that the Common Areas are made available by the Town for use in common by all lessees of the Building and the public and may be co-used by Tenant, other lessees of the Building, and the public. Tenant may use and access the Common Areas only to the extent that its use does not interfere with the use thereof by any other lessee or the public. Landlord may, at Landlord's sole option, reduce the amount of Common Area available for use by the Tenant.
    c. Other Areas. All areas shown on Exhibit A that are not shaded orange nor pink are not part of the Leased Premises and not part of the Common Area, and thus Tenant has no access, use, or occupancy rights.

2. **Use.** Use of the Leased Premises and Common Areas is limited to a shelter and warming area as appurtenant to Tenant's mission and for participants and family members of its programs.

3. **Term of Lease.**
    a. Primary Term: The Primary Term of this Lease shall be for 3 years, and shall commence on April 1, 2022 ("**Commencement Date**"), and shall terminate on March 31, 2025 ("**Expiration**"), unless sooner terminated as provided herein.
    b. Extended Terms: Tenant is granted the option to extend the Primary Term of this Lease for two (2) additional three (3) year periods (each an "**Extended Term**"). Tenant's option to extend shall be exercised automatically unless Tenant gives written notice to Landlord that Tenant will not extend this Lease at least ninety (90) days prior to the expiration of the Primary Term or applicable Extended Term. Tenant's right to exercise this option is conditioned upon the following:
        i. Tenant shall not be in default of any of its obligations under this Lease at the time the option is exercised; and
        ii. Tenant shall be current in the payment of Rent at the time the option is exercised.

4. **Rent and Payment.**
    a. Rent: Tenant agrees to pay Landlord the sum of Sixteen Thousand Eight Hundred Twenty-four Dollars ($16,824.00) per year and will remit One Thousand Four Hundred Two Dollars ($1,402.00) per month as Rent paid on or before the 1st day of each month of each year during the Primary Term and each Extended Term hereof.
    b. Rent Adjustment: On each anniversary of the Execution Date during the Primary Term and any Extended Term hereof the amount of Rent payable hereunder shall be increased by the annual Wyoming Cost of Living Index (WCLI) for Teton County as provided by the State of Wyoming, Economic Analysis Division.
    c. Prorated Rent: Rent for any period during the term hereof which is less than one (1) year shall be prorated based on a 365-day year.
    d. Payment: Rent Payments shall be made payable to the Town of Jackson, Wyoming, P.O. Box 1687, Jackson, Wyoming 83001 until directed otherwise.

5. **Late Rent Charges.** In the event any monthly rent payment is not paid within ten (10) days following the due date, a late charge of five percent (5%) of the monthly rent shall be paid by Tenant. Thereafter, said late rent payment shall automatically accrue interest at an interest rate of eighteen percent (18%), which accrual of interest shall continue until the rent payment, together with accrued interest is paid. Such interest shall begin to accrue automatically on all delinquent rent payments not paid within the ten (10) day grace period described above and shall be payable on demand without further notice to Tenant.

6. **Operating Standards.** Tenant shall:
    a. Comply with all laws, orders, regulations, rules, ordinances, and covenants of any state or federal statute or local ordinance or regulation applicable to Tenant and/ or its use of the Leased Premises and Common Areas.
    b. Give to Landlord prompt written notice of any accident, fire, or damage occurring on or to the Leased Premises or Common Areas.
    c. Keep the Leased Premises sufficiently heated to prevent freezing of pipes, waterlines, and fixtures.
    d. Operate the Leased Premises and Common Areas at a high standard of quality, cleanliness, and professional appearance commensurate with the standards maintained by hospitality properties

located in the Town of Jackson. Tenant shall keep building supplies and maintenance materials properly stored and out of public view and shall not allow the same to accumulate outside of proper storage areas.

e. Comply with all reasonable rules and regulations that may be established, from time to time, by Landlord.

f. Strictly comply with the terms and conditions herein, recognizing that the Leased Premises, Common Areas, the Building, the Property, and all adjacent access areas are an integrated part of a single building which comprises the Snow King Center that is leased to multiple tenant's and used by the public and, as such, a failure by Tenant to comply with the terms and conditions herein will have a detrimental impact on all users and other tenants of the Snow King Center.

7. Prohibitions on Use of the Leased Premises.
   a. Events involved with the use, handling, mixing or liberation of combustible/ flammable liquids, vapors or gases, fireworks, explosive materials or any other use defined by the Uniform Fire Code as a Hazardous/Extra Hazardous use are expressly prohibited.
   b. Tenant shall not use and allow the use of the Leased Premises for any purposes or activities prohibited by the laws, regulations, or ordinances of the United States, State of Wyoming, Teton County, or the Town of Jackson.
   c. Tenant shall not do or allow to be done anything objectionable to the fire insurance companies, whereby fire insurance or any other insurance now in force or hereafter to be placed on the Leased Premises or any part thereof shall become void or suspended, or be rated as a more hazardous risk than at the date when Tenant receives possession hereunder. In the event of breach of this covenant, in addition to all other remedies of Landlord, Tenant shall pay Landlord as additional rent any increase in insurance premiums.
   d. Tenant shall not use or allow the use of the Leased Premises nor the Common Areas for the storage, manufacture, selling or distribution of any dangerous, noxious, or hazardous substance.

8. Alcohol Sales and Service. Tenant shall have the right, so long as Tenant has a valid permit from the Town of Jackson, to sell alcoholic and/or malt liquor in specific locations from within and upon the Leased Premises in accordance with any and all conditions applicable to said license, and must adhere to all applicable laws of the State of Wyoming and ordinances of the Townof Jackson as they may exist now or in the future.

   Tenant and Landlord agree the below conditions on the serving of alcohol in the Leased Premises enable minors to frequent the Leased Premises and Tenant agrees to the following restrictions associated with the dispensing of liquor:
   a. The Tenant will not be allowed to sell package liquor to the public for off premises consumption.
   b. Full liquor service may be allowed at banquets, parties, conventions, exhibitions, conferences, concerts, or special events only.

9. Acceptance of the Leased Premises. Taking possession of the Leased Premises by Tenant shall be conclusive evidence against the Tenant that such Premises are (subject to certain exceptions described below) in good and satisfactory condition when possession of same was taken, that Tenant has inspected the Leased Premises, and accepts the same in "as is" condition. Notwithstanding the foregoing, Landlord acknowledges that certain repairs are needed to the Leased Premises (including repairs to the Building's roof) which are addressed in more detail in paragraph 12 below.

10. Taxes and Assessments. Landlord shall pay all real estate taxes, real estate assessments, and any and all

other governmental charges, assessments, or taxes payable in respect to the Leased Premises or any part thereof during the term of this Lease. Tenant shall be liable for all taxes levied against its personal property, business operations, trade fixtures, and other property placed by Tenant in, on, or about the Leased Premises, and any other commercial activity undertaken by Tenant in, on, or about the Leased Premises.

11. Snow Removal; Electrical; Landscaping; Garbage; Cleaning; Utilities.

    a. Snow Removal Costs: Tenant shall cooperate with the other tenants of the Snow King Center to obtain snow removal services for the Leased Premises.

    b. Electric and Gas: Tenant shall cooperate with the other tenants of the Snow King Center to obtain electric and gas service for the Leased Premises.

    c. Garbage Costs: Tenant is solely responsible for waste removal generated from the Leased Premises and shall contract with a private company for such services.

    d. Water & Sewer & Irrigation: Tenant shall cooperate with the other tenants of the Snow King Center to obtain water, sewer, and irrigation services for the Leased Premises

    e. Utility Costs: Any and all utility services used by and in connection with the Leased Premises, including telephone, cable television, internet service, and other utility services to, used by, or in connection with the Leased Premises, shall be contracted for by Tenant in its name and at its sole cost.

    f. Cleaning Costs: Tenant shall contract with a private company for facility cleaning services at the Leased Premises.

12. Repair and Maintenance.

    a. Tenant acknowledges that it is accepting the Leased Premises in the condition described in paragraph 9 above. Tenant shall clean, sanitize, and maintain (including minor repairs such as touch-up painting and drywall repair, lightbulb replacement, etc.) all areas of the Leased Premises used by Tenant and the public including the entry and exit ways, offices, locker rooms, and bathrooms. All such areas shall be maintained by Tenant in a clean and orderly fashion. Tenant shall follow applicable building code relating to storage in the Leased Premises and shall ensure that all stored items are sufficiently set back from electrical panels as required by applicable code and in a manner that allows unimpeded ingress and egress in all areas of the Leased Premises and Snow King Center. Tenant shall perform all routine maintenance on the lighting for the Leased Premises and shall replace all burnt-out light bulbs.

    b. Landlord shall be responsible for repairing the Leased Premises furnace motors, fans and heating elements and/or replacing the furnaces, provided Landlord may delegate to Tenant the authority to schedule and supervise professional repair or replacement of the furnaces. Landlord shall be responsible for repairing the heating elements and/or replacing water heaters and plumbing for the Leased Premises, provided Landlord may delegate to Tenant the authority to schedule and supervise professional repair or replacement of the water heaters and other plumbing elements. Landlord shall repair and maintain the capital items serving the Property, including the roof, foundation, and structural portions of the Building (including walls and siding), air conditioning, plumbing, heating and electrical systems furnished by Landlord, unless such maintenance and repairs are caused in part or in whole by the act, neglect, fault, or omission of any duty by the Tenant, its agents, employees or invitees, in which case Tenant shall pay to Landlord the actual cost of such maintenance and repairs. Tenant shall give Landlord written notice of any required repairs or maintenance. Landlord acknowledges that the Building roof is leaking and in need a repair and shall undertake such repairs in a timely manner.

c. If the Landlord determines, in its sole discretion, that the Leased Premises are not being properly maintained in the manner described in paragraph 13.a. above, it shall give notice to Tenant in writing to maintain the Leased Premises. The Tenant shall have forty-eight (48) hours in which to correct any minor deficiencies (small repairs or cleaning inadequacies) and thirty (30) days for larger repairs that were caused in part or in whole by the act, neglect, fault, or omission of any duty by the Tenant, its agents, employees or invitees. If the repairs and maintenance are not performed to Landlord's satisfaction within the required time period, Landlord may employ another person or entity to repair and/or maintain all or any part of the Premises and the Tenant shall be responsible for the payment of all expenses and costs related to said repair and maintenance, which if not paid, shall be deemed a default as provided herein.

13. Parking. Tenant may not park any vehicle anywhere other than the parking lots in legally stiped and marked parking stalls. Tenant may not park any vehicle in the patio area on north side of the Building.

    It is expressly understood by the parties that the parking lots associated with the Property are public parking lots. Landlord has the authority to prohibit parking that interferes with the safe and appropriate use of the Leased Premises or Property, and retains the right to sign and enforce parking regulations for public safely, access, and appropriate use. It is expressly understood by Tenant that violation(s) of the foregoing restrictions by Tenant, its employees, agents, contractors, or the like will result in parking enforcement action(s), including citations and towing as necessary.

14. Alterations and Improvements.

    a. Landlord shall have the right at any time to enter the Leased Premises to inspect or to make such additions, repairs, or alterations as it may deem necessary or proper for the safety, improvement, or preservation of the Leased Premises. Tenant waives any claim for damages including loss of business resulting therefrom. All such additions, repairs, or alterations shall be done, so far as practicable, to avoid interference with Tenant's occupancy and use of the Leased Premises, provided that Tenant shall not be entitled to compensation for unavoidable interference with its occupancy and use.

    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.

15. Insurance.

    a. Tenant shall maintain, at its expense, fire and extended coverage insurance on all of its personal property, including trade fixture and on all additional and improvements made by Tenant not required to be insured by Landlord.

    b. Tenant shall, at Tenant's expense, maintain a policy or policies of comprehensive general liability insurance with the premiums thereof fully paid on or before due date, issued by and binding upon an insurance company with a Best Rating Guide A plus Class 15 Rating, such insurance to afford minimum portion of not less than a single limit for bodily injury and property damage of not less than One Million Dollars ($1,000,000.00). The insurance policy shall name Landlord as an additional insured and shall cover all risks incident to Tenant's use of the Leased Premises and business in connection therewith.

    c. Tenant shall furnish and deposit with Landlord certificates of all such insurance policies to be maintained by Tenant with evidence of payment of the premiums thereon obtained at or prior to

the commencement of the term of this Lease, and copies of all insurance policies obtained at any time thereafter during the term of this Lease. All such insurance policies, including such policies referred to immediately above, shall contain a clause or endorsement to the effect that they may not be terminated or materially amended during the term of this Lease except after fifteen (15) days written notice thereof to Landlord.

16. Assignment, Sublease and Mortgage by Tenant. Tenant may not, whether voluntarily or by operation of law nor whether in whole or in part, mortgage, pledge, hypothecate, deed in trust, sublet, grant a concession, collaterally or absolutely assign its interest in this Lease, the Leased Premises, or any interests or rights appurtenant to this Lease, otherwise encumber the leasehold estate or the Premises, or assign or pledge the same as security for any debt. Such shall be deemed to include any attempt by Tenant to make or permit any voluntary or involuntary, total or partial, sale, assignment, sublease, conveyance, mortgage, pledge, encumbrance, or other transfer of any or all of the leasehold estate. Any attempt to do so shall constitute a Default under this Lease.

17. Signs. No signs shall be placed at or upon the Leased Premises or Common Areas, except upon the prior written approval under this Agreement and acquisition of all legally required permits from the Town of Jackson. Notwithstanding the foregoing, Tenant may place one (1) sign at the Building's main entrance that indicates Tenant is an occupant of the Building provided that (i) the sign meets all applicable signage regulations of the Town of Jackson, and (ii) the sign is reasonably acceptable to Landlord.

18. Advertisements.

    a. Tenant is authorized to place and contract for others to place advertising within the Leased Premises only as follows:

        i. Tenant shall comply with the Advertising Policy, attached hereto and made a part hereof by this reference, in Exhibit B.

        ii. Tenant is not authorized to place advertising outside the Leased Premises, the Common Areas, on the exterior of the Building, or anywhere on the Property.

19. Damage or Destruction to Leased Premises.

    a. If the Leased Premises are damaged by fire, the elements, unavoidable accident or other casualty, without the fault or negligence of Tenant, or Tenant's employees, agents, visitors, licensees or invitees, and the Leased Premises are not thereby rendered untenantable in whole or in part, Landlord shall have the right, at its expense, to cause such damage to be repaired, and the rent shall not be abated. If, by reason of such occurrence, the Leased Premises shall be rendered wholly untenantable, Landlord shall have the right to cause such damage to be repaired and the rent, during such period of repair, shall be abated in whole. There shall be no extension of the term of this Lease by reason of such abatement. Notwithstanding the foregoing provisions, if the Leased Premises cannot be repaired within one hundred eighty (180) days from the date such damage occurs, Landlord and Tenant shall, at their option, have the right to declare the balance of the term of this Lease to be null and void.

    b. If any such damage or destruction occurring to the Leased Premises, whether partial or complete, occurs as the result of the fault or any negligence of Tenant or Tenant's employees, agents, business invitees, or licensees the cost and expense of all repairs necessary to restore the condition of the Leased premises shall be borne exclusively by the Tenant and there shall not be apportionment nor abatement of rent during the term of this Lease.

20. Default by Tenant. Tenant agrees to observe and perform the conditions and covenants set forth in this Lease. If Tenant shall fail to observe or perform any of the conditions or covenants and such default shall

continue for more than Thirty (30) days after written notice of such default, or if the default is of such a nature that it cannot be cured within Thirty (30) days, than Ninety (90) days if cure is commenced promptly and diligently pursued to completion, it shall be lawful for Landlord, at its election, with or without previous notice, to terminate this Lease or to re-enter and repossess the Leased Premises without termination, with or without legal proceeding, using such force as may be necessary, and to remove therefrom any personal property belonging to Tenant without prejudice to any claim for rent or for breach of the covenants hereof, or without being guilty of any manner of trespass or forcible entry and detainer. The foregoing prescribed rights shall be non-exclusive and shall be in addition to any and all of the rights and remedies Landlord may have pursuant to governing law.

21. Payments After Termination. No payments of money by Tenant to Landlord after the termination of this Lease, or in any manner after Landlord provides notice to Tenant or termination, shall reinstate, continue, or extend the term of this Lease or affect any notice given to Tenant prior to the payment of such money.

22. Abandonment of Leased Premises. If Tenant shall abandon or vacate the Leased Premises before the end of the term of this Lease, or if Landlord re-enters the Leased Premises without termination, the Landlord may, at its option and without notice to Tenant, re-let the same, or any part thereof, as it may see fit, without thereby voiding or terminating this Lease, and, for the purpose of such re-letting, Landlord is authorized to make any repairs, changes, alterations or additions in or to the Leased Premises, as may, in the sole discretion of Landlord, be necessary or desirable for the purpose of such re-letting, and if a sufficient sum shall not be realized from such re-letting each month to equal the monthly rental under the provisions of this Lease, then Tenant agrees to pay such deficiency.

23. Surrender. Upon termination of this Lease, the Tenant shall quit and surrender the premises in as good condition and repair as it is at the date of commencement of this Lease, reasonable and wear and tear excepted, together with all alterations, interior decorations, additions and improvements that may have been made in, to, or upon the premises, including but not limited to carpeting, wall paneling and ceiling tiles, and excepting movable furniture and unattached movable trade fixtures. Tenant shall not have the right to remove removable light fixtures. All property and improvements of the Tenant not removed at the termination of this Lease shall be deemed abandoned by the Tenant.

24. Holding Over. Should the Tenant hold possession hereunder after the expiration of the Lease term, the Tenant shall become a Tenant on a month-to-month basis upon all the terms, covenants and conditions herein specified.

25. Indemnification. Tenant shall indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability and expense (including attorney's fees related thereto) in connection with loss of life, personal injury or damage to property occurring in, on or about, or arising out of the Leased Premises or the occupancy or use of the Leased Premises by the Tenant or agents, licensees, invitees, concessionaires, guests, contractors, customers, employees, etc. or occasioned wholly or in part by any act or omission of Tenant, its agents, licensees, business invitees, concessionaires, guests, contractors, customers, employees or subtenants, etc.; provided such claims, actions, damages, liability and expense (including attorney's fees related thereto) were not caused by the gross negligence or willful misconduct of Landlord, its agents, employees, or contractors.

26. Landlord's Access. Tenant shall permit Landlord, or its representative, to inspect at any time the Leased Premises and to make improvements to the Leased Premises as Landlord may now or hereafter deem to be necessary and/or appropriate for the Leased Premises. All such improvements shall be done, so far as practicable, to avoid interference with Tenant's occupancy and use of the Leased Premises, provided that Tenant shall not be entitled to compensation for unavoidable interference with its occupancy and use.

27. Notices. Any notices required or permitted to be given or served by either party to the other shall be deemed to have been duly given upon mailing if sent by certified mail, postage prepaid, return receipt

requested, to the respective addresses set forth below.

TENANT: Jackson Hole Ski & Snowboard Club
P.O. Box 461
Jackson, Wyoming 83001

LANDLORD: Town of Jackson
Attn: Town Clerk
P.O. Box 1687
Jackson, Wyoming 83001

28. General Provisions.

a. Entirety of Agreement. This Lease represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

b. Severability. Should any portion of this Lease be judicially determined to be illegal or unenforceable, the remainder of this Lease shall continue in full force and effect, and either party may renegotiate the terms affected in the severance.

c. Time is of the Essence: Time is of the essence of this Lease, and of each and every covenant, term, condition, and provision of this Lease.

d. Waiver. No waiver or breach of any one or more of the conditions or covenants in this Lease by Landlord shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

e. No Partnership. No partnership or joint venture is created by this Lease. The Landlord and Tenant shall be construed to be that relationship of Landlord the Tenant only

f. Amendment or Modification. Tenant acknowledges that it has not relied upon any statement, representation, agreement or warranty, except such as are expressly stated herein, and that no amendment, change or modification of this Lease shall be valid or binding unless expressed in writing and executed by both the Parties.

g. Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the rent herein stipulated and no endorsement or statement on any check or any letter accompanying any check or payment as rent, will be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this lease provided.

h. Governing Law. This Lease and its provisions shall be construed and enforced in accordance with and pursuant to governing the laws of the State of Wyoming law. The Courts of the State of Wyoming shall have jurisdiction over any action arising out of this Lease and over the Parties, and the venue shall be in the Ninth Judicial District, State of Wyoming.

i. Construction. The headings used in this Lease are for convenience only and are not to be used in its construction.

j. Integration: The parties intend this statement of their agreement to constitute the complete, exclusive, and fully integrated statement of their agreement. As such, it is the sole expression of their agreement as to the matters set forth herein, and they are not bound by any other agreements of whatsoever kind or nature.

k. Attorney's Fees. In the event either party shall find it necessary to obtain the services of an attorney

to enforce any of the covenants or conditions of this Lease, the prevailing party shall be entitled to reimbursement for all costs and expenses, including reasonable attorney's fees, whether or not litigation is commenced.

l. Joint and Several. If there is more than one person comprising the Tenant, the covenants, agreements, undertakings, and obligations hereunder shall be the joint and several obligations of all such persons.

m. Counterparts; Digital Signatures. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. At the request of either Party, each Party agrees to execute an original of this Agreement as well as any facsimile or other reproduction hereof.

n. Governmental Immunity. Landlord does not waive its governmental immunity by entering into this Lease, and retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Lease.

IN WITNESS WHEREOF, the Parties hereto have executed this Lease as of the _____ day of _____, 2022.

LANDLORD:

TOWN OF JACKSON

By:_____
Hailey Morton Levinson
Its: Mayor

ATTEST:_____
Town Clerk

TENANT:

JACKSON HOLE SKI & SNOWBOARD CLUB

By:_____
Name: Shannon Owens
Its: President

EXHIBIT A

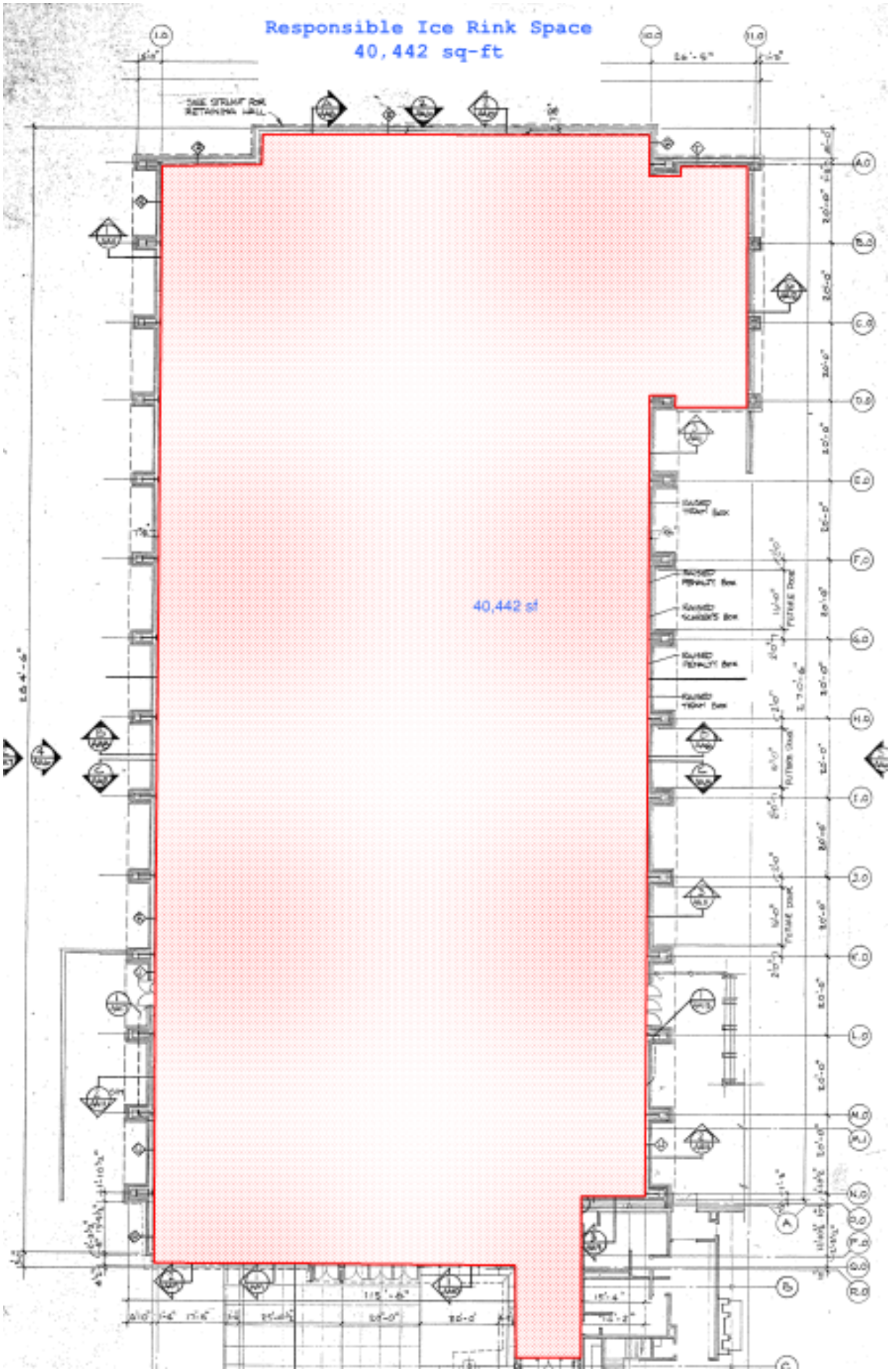


EXHIBIT A

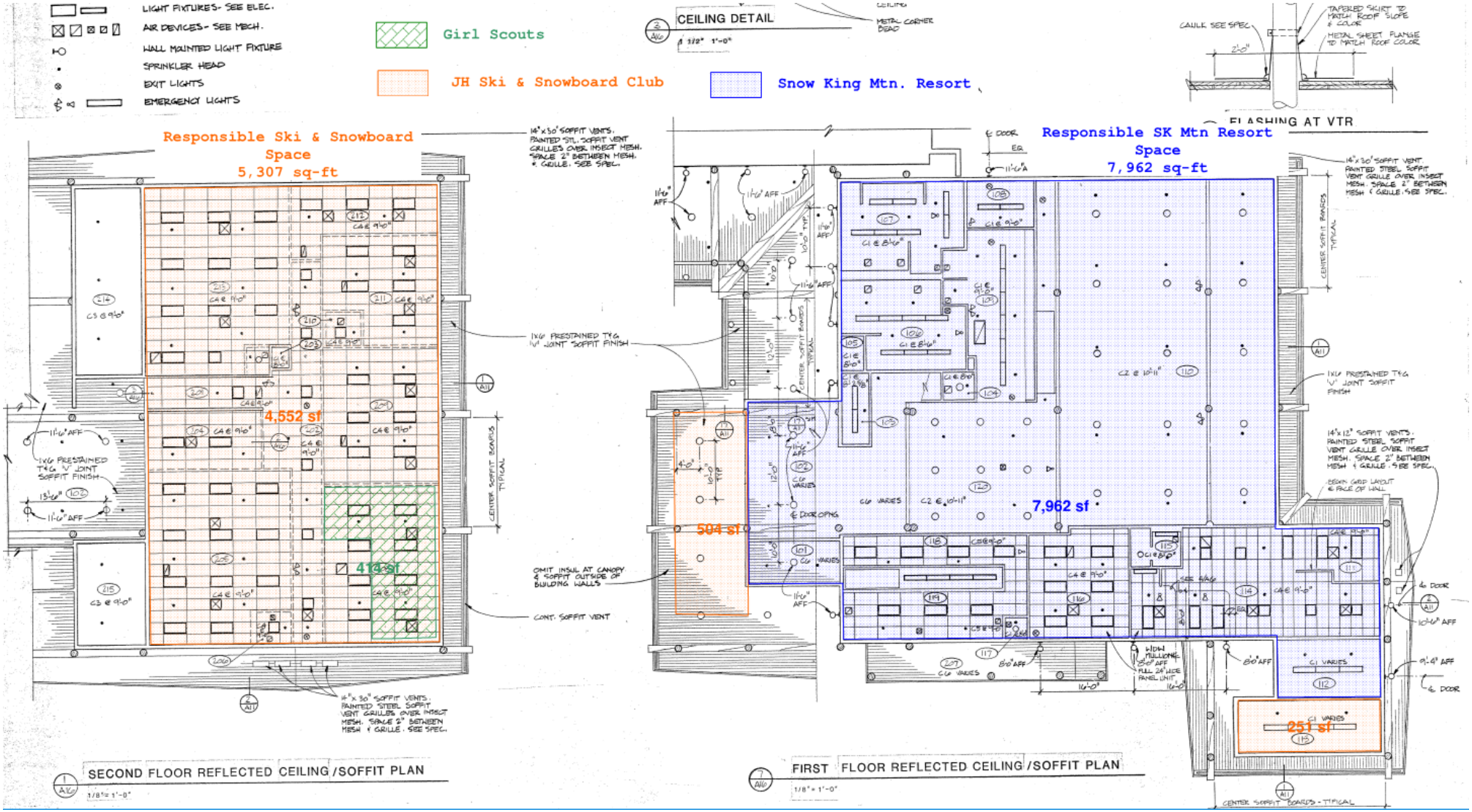

LIGHT FIXTURES- SEE ELEC.
AIR DEVICES- SEE MECH.
WALL MOUNTED LIGHT FIXTURE
SPRINKLER HEAD
EXIT LIGHTS
EMERGENCY LIGHTS
Girl Scouts
JH Ski & Snowboard Club
Snow King Mtn. Resort
CEILING DETAIL
METAL CORNER BEAD
FLASHING AT VTR
Responsible Ski & Snowboard Space
5,307 sq-ft
4,552 sf
414 sf
Responsible SK Mtn Resort Space
7,962 sq-ft
7,962 sf
504 sf
251 sf
16"x30" SOFFIT VENTS. PAINTED STL. SOFFIT VENT GRILLES OVER INSECT MESH. SPACE 2" BETWEEN MESH & GRILLE. SEE SPEC.
1X6 PRESTAINED T&G V JOINT SOFFIT FINISH
OMIT INSUL AT CANOPY & SOFFIT OUTSIDE OF BUILDING WALLS
CONT. SOFFIT VENT
CENTER SOFFIT BOARDS TYPICAL
14"x30" SOFFIT VENT PAINTED STEEL SOFFIT VENT GRILLE OVER INSECT MESH. SPACE 2" BETWEEN MESH & GRILLE. SEE SPEC.
14"x12" SOFFIT VENTS. PAINTED STEEL SOFFIT VENT GRILLE OVER INSECT MESH. SPACE 2" BETWEEN MESH & GRILLE. SEE SPEC.
SECOND FLOOR REFLECTED CEILING/SOFFIT PLAN
1/8"=1'-0"
FIRST FLOOR REFLECTED CEILING/SOFFIT PLAN
1/8"=1'-0"

EXHIBIT A

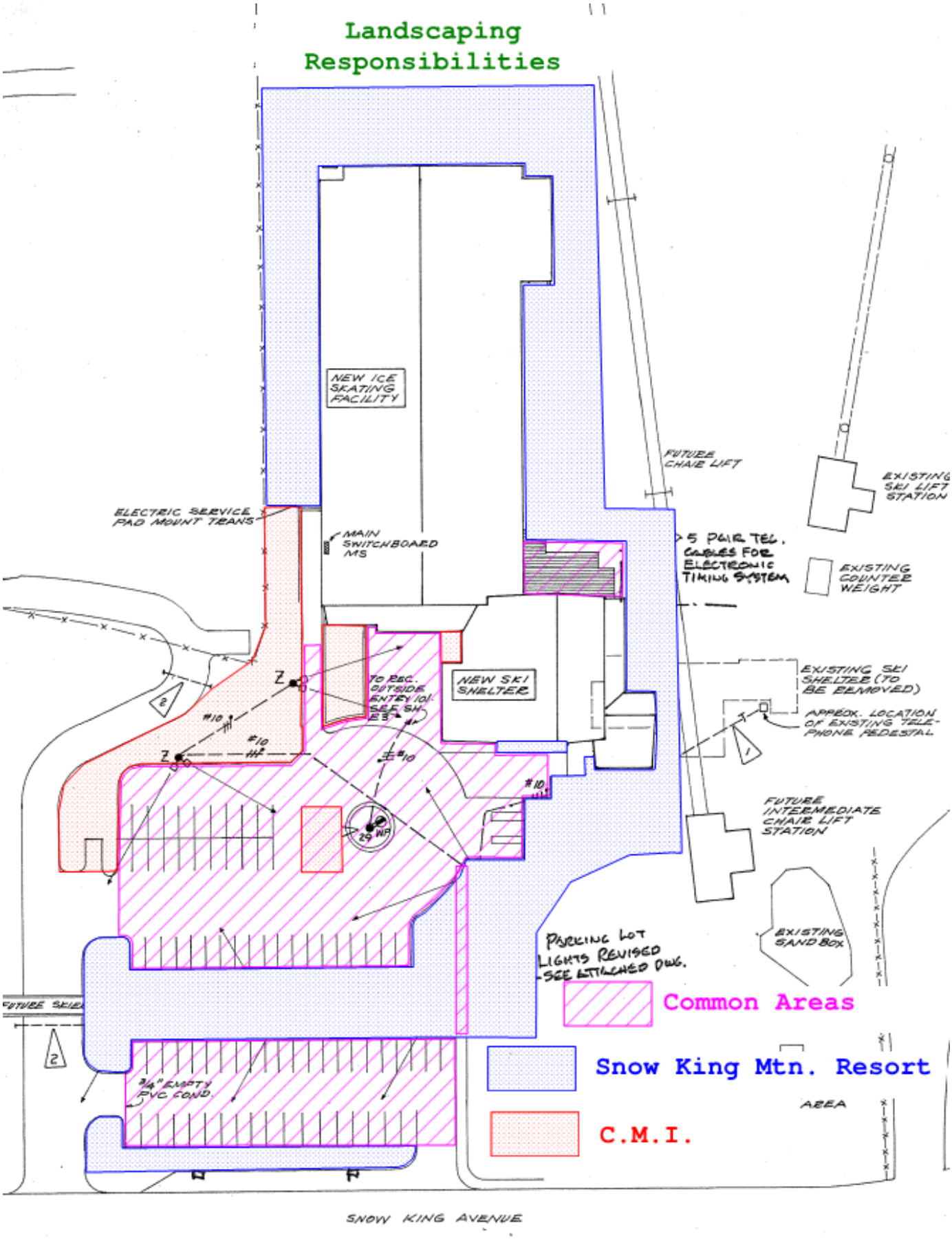

Landscaping Responsibilities
NEW ICE SKATING FACILITY
NEW SKI SHELTER
FUTURE CHAIR LIFT
EXISTING SKI LIFT STATION
ELECTRIC SERVICE PAD MOUNT TRANS
MAIN SWITCHBOARD MS
5 PAIR TEL. CABLES FOR ELECTRONIC TIMING SYSTEM
EXISTING COUNTER WEIGHT
TO EXIST. OUTSIDE ENTRY (2) SEE SH. E3
EXISTING SKI SHELTER (TO BE REMOVED)
APPROX. LOCATION OF EXISTING TELEPHONE PEDESTAL
FUTURE INTERMEDIATE CHAIR LIFT STATION
EXISTING SAND BOX
PARKING LOT LIGHTS REVISED SEE ATTACHED DWG.
Common Areas
Snow King Mtn. Resort
C.M.I.
AREA
3/4" EMPTY PVC COND.
SNOW KING AVENUE

EXHIBIT B

SNOW KING CENTER ADVERTISING POLICY

Effective April 1, 2022

1. SNOW KING CENTER

   a. Snow King Center. The Town of Jackson is the owner of that certain parcel of real property and improvements thereon described generally as the Snow King Center (to include the Ice Arena and Ski Shelter), as more particularly described on Exhibit A. ("Snow King Center").

2. PURPOSE AND INTENT

   a. Primary Purpose. The primary purpose of the Snow King Center is to provide the public a safe environment for public recreation. Consistent with this purpose, the Town places great importance on maintaining a secure, safe, and comfortable Snow King Center that provides public recreation opportunities. To generate additional revenue for the operations and maintenance of Snow King Arena, while also accomplishing the primary objectives listed above, the Town will accept advertising on/in the Snow King Center only if such advertising complies with this Advertising Policy.

   b. Nonpublic Forum Status. The Town's acceptance of advertising does not provide or create a general public forum for expressive activities. In keeping with its proprietary function as a provider of public recreation facilities, the Town does not intend its acceptance of advertising to convert the Snow King Center into a public forum for public discourse and debate. Rather, as noted above, the Town's 's sole purpose and intent is to accept advertising as an additional means of generating revenue to support its recreation facility operations. In furtherance of that discreet and limited objective, the Town's retains strict control over the nature of the ads accepted for posting on or in the Snow King Center and maintains its advertising space as a nonpublic forum.

   c. Interference with Purpose. Certain types of advertisements interfere with the advertising program's sole purpose of generating revenue to benefit the operation and maintenance of the Snow King Center. This Advertising Policy advances the advertising program's revenue-generating objective and preserves the forum's primary purposes by prohibiting advertisements that interfere with and divert resources from operations, that detract from the recreation purposes by creating substantial controversy, and/or that pose significant risks of harm, inconvenience, or annoyance to public users. Such advertisements create an environment that is not conducive to achieving increased revenue for the benefit of the Snow King Center or to preserving and enhancing the security, safety, comfort and convenience of its operations. The viewpoint neutral restrictions in this policy thus foster the maintenance of a professional advertising environment that maximizes advertising revenue, and protects the interests of the captive audience that uses the Snow King Center.

      This policy is intended to provide guidance as to the types of advertisements that will allow the Town to generate revenue and enhance public recreation at the Snow King Center by fulfilling the following important goals and objectives:

      i. Maximizing advertising revenue;

      ii. Maintaining a position of neutrality and preventing the appearance of favoritism or endorsement by the Town;

      iii. Preventing the risk of imposing objectionable, inappropriate or harmful views on a captive audience;

      iv. Preserving the value of the advertising space;

      v. Maximizing use and maintaining a safe environment for the public users of the Snow King

Center;

vi. Avoiding claims of discrimination and maintaining a non-discriminatory environment for users;

vii. Preventing any harm or abuse that may result from running objectionable, inappropriate or harmful advertisements;

viii. Reducing the diversion of resources from facility maintenance and operation that is caused by objectionable, inappropriate or harmful advertisements.

ix. Preserving the Town's business reputation as a professional, effective and efficientprovider of public recreationfacilities and services.

The Snow King Center is a nonpublic forum and, as such, the Town will accept only that advertising that falls within the categories of acceptable advertising specified in this viewpoint neutral policy and that satisfies all other access requirements and restrictions provided herein.

d. Right to Modify, Suspend, Revoke. The Town reserves the right to suspend, modify or revoke the application of any of the standards in this Policy as it deems necessary to comply with legal mandates, to accommodate its primary function Application of Policy. This Advertising Policy applies to the posting of all advertisements in the Snow King Center on or after the Effective Date. Any advertisements which would be prohibited under this Policy, but which were posted pursuant to the terms of a fully executed advertising contract prior to January 1, 2022 and that is provided to the Town in writing, will be allowed to remain posted for the duration of that contract.

e. as a recreation facility, or to fulfill the goals and objectives identified above. All of the provisions in this Policy shall be deemed severable.

This Policy does not apply to the Town's government speech as defined below.

f. Disclaimer of Endorsement. The Town's acceptance of an advertisement does not constitute express or implied endorsement of the content or message of the advertisement, including any person, organization, product, service, information or viewpoint contained therein, or of the advertisement sponsor itself. This endorsement disclaimer extends to and includes content that may be found via internet addresses, quick response ("QR") codes, and telephone numbers that may appear in posted ads and that direct viewers to external sources of information.

3. IMPLEMENTATION RESPONSIBILITY

a. The Town Manager, or their designee, is responsible for the implementation of this Advertising Policy.

4. SNOW KING CENTER POLICIES

a. Permitted Advertising Content: Subject to the limitations herein, the following classes of advertising are authorized in and on the Snow King Center:

i. Commercial Advertising. Advertising proposing, promoting, or soliciting a commercial transaction for the sale, rent, lease, license, distribution or availability of goods, property, services, or events for the advertiser's commercial or proprietary interest, or more generally promoting an entity or entities that engage in such activities.

ii. Government Advertising. Advertising by a federal, state or local governmental entity that

advances specific governmental purposes. On a limited basis, the Town may make unpaid advertising space available for public service announcements. Costs associated with the design, production, installation and removal of public service announcements are the responsibility of the governmental agency requesting the public service announcement. The advertising and public service announcements permitted under this section cannot contain displays or messages that qualify as Prohibited Advertising as provided herein and must comply with this Advertising Policy. Unless the source of the advertising or public service announcement is obvious from the content or copy, the advertisement or public service announcement, whether paid or unpaid, must specifically identify the sponsor of the advertisement or the message.

iii. Nonprofit Public Service Announcements. Advertising that is sponsored by a nonprofit organization that is exempt from taxation under Section 501(C)(3) of the Internal Revenue Code and has provided documentary proof of such status, that is directed to the general public or a significant segment of the general public, and that relates to the:

1. Prevention or treatment of illnesses or promotion of personal health
2. Education, training or employment services
3. Arts, culture, or special events;
4. Provision of children and family services;
5. Provision of services and programs that provide support to low income citizens, senior citizens, or people with disabilities; or
6. Solicitation by broad-based contribution campaigns that provide funds or goods to charitable organizations active in the above-listed areas.

b. Prohibited Advertising Content: Advertising is prohibited on or in the Snow King Center if it falls within one or more of the following categories:

i. Political Speech. Advertising that promotes, or opposes a political party, any person or group of persons holding federal, state or local government elected office, the election of any candidate or group of candidates for federal, state or local government offices, or initiatives, referendums or other ballot measures.

ii. Public Issue Speech. Advertising that non-incidentally expresses or advocates or appears to express or advocate an opinion, position or viewpoint on a matter of public debate about economic, political, public safety, religious or social issues.

iii. Religious. Advertising that promotes or opposes any identifiable or specific religion or religious viewpoint, message or practice.

c. Prohibited Products, Services or Activities. Any advertising that (i) promotes or depicts the sale, rental, or use of, participation in, or images of the following products, services or activities; or (ii) that uses brand names, trademarks, slogans or other material that are identifiable with such products, services or activities.

i. Tobacco. Tobacco products, including but not limited to cigarettes, cigars, e-cigarettes, vaping materials or equipment, and smokeless (e.g., chewing) tobacco.

ii. Alcohol. Beer, wine, distilled spirits or any alcoholic beverage licensed and regulated under Wyoming law, however, this prohibition shall not prohibit advertising that includes the name of a restaurant that is open to minors.

iii. Firearms. Firearms, ammunition or other firearms-related products.

iv. Adult/ Mature Rated Films. Television Video Games, or Theatrical Presentations. Adult films rated "X" or "NC-17," or video games rated "A," or theatrical presentations recommended by the sponsor for persons 18 years or older.

v. Adult Entertainment Facilities. Adult bookstores, adult video stores, nude dance clubs and other adult entertainment establishments.

vi. Other Adult Services. Adult telephone services, adult internet sites and escort services.

vii. Sexual Subject Matter. Any advertising that contains or involves any material that describes, depicts or represents sexual organs or activities in a manner that a reasonably prudent person, knowledgeable of the Town and using prevailing community standards, would find inappropriate for the public recreation environment, including persons under the age of 18.

viii. False or Misleading. Any material that is or that the sponsor reasonably should have known is false, fraudulent, misleading, deceptive or would constitute a tort of defamation or invasion of privacy.

ix. Copyright, Trademark or Otherwise Unlawful. Advertising that contains any material that is an infringement of copyright, trademark or service mark, or is otherwise unlawful or illegal.

x. Illegal Activity. Any advertising that promotes any activity or product that is illegal under federal, state or local law.

xi. Profanity and Violence. Advertising that contains any profane language or employs the use of miscellaneous characters or symbols as a substitute for profane language, or portrays images or descriptions of graphic violence, including dead, mutilated or disfigured human beings or animals, the act of killing, mutilating or disfiguring human beings or animals, or intentional infliction of pain or violent action towards or upon a person or animal.

xii. Threatening Harm. Advertising that contains any threat, implied or direct, to harm a particular individual or group of individuals.

xiii. Harmful or Disruptive to Snow King Center. Advertising that contains material that is so objectionable as to be reasonably foreseeable that it may result in harm to, disruption of, or interference with, the operation, or business reputation of the Snow King Center. For purposes of determining whether an advertisement contains such material, the Town will determine whether a reasonably prudent person, knowledgeable of the Town and using prevailing community standards, would believe that the material is so objectionable that it is reasonably foreseeable that it may result in harm to, disruption of, or interference with, the operation, or business reputation of the Snow King Center.

xiv. Lights, Noise and Special Effects. Flashing lights, sound makers, mirrors or other special effects that interfere with, disturb, or interrupt the safe practice of recreation activities in the Snow King Center.

d. Prohibitions on Literature or Product Distribution and Leafletting. The Town's purpose in operating the Snow King Center is to meet the public's need for safe environment for public recreation. The Snow King Center is not intended to be a public forum for public discourse or expressive activity.

Literature or product distributions, leafleting and similar activities can disrupt activities, distract sport participants, distract those providing supervision, cause maintenance issues, and otherwise create safety issues for facility users. Accordingly, distribution of literature, leafleting, and other

informational or activities are prohibited within the Snow King Center.

e. Artwork. The Town reserves the right to reject any artwork or design on the basis of aesthetics or any effect the placement may have on the operations, maintenance or safety of the government's property.

f. Sponsor Attribution and Contact Information. Any advertising in which the identity of the sponsor is not readily and unambiguously identifiable must include the following phrase to identify the sponsor in clearly visible letters no smaller than 24-point type for interior advertising:

Paid for by _____

"Teaser ads" that do not identify the sponsor will, however, be allowed so long as a similar number of follow up advertisements are posted within eight weeks of the initial teaser ads that do identify the sponsor of those initial ads.

5. GOVERNMENT SPEECH. The provisions of this policy do not apply to the Town's government speech, which includes advertising sponsored solely by the Town, by government entities, or by the Town jointly with another government entity to communicate messages deemed appropriate by the Town Manager, or their designee.

6. PROCEDURES.

a. All contracts for advertising in the Snow King Center shall contain a provision stating that such advertising must comply with this Advertising Policy.

b. If the Town Manager or their designee finds, in their reasonable discretion, that any advertising is not in compliance with this Advertising Policy, the Town Manager, or their designee, may at any time discuss with the entity proposing the advertisement one or more revisions to an advertisement, which, if undertaken, would bring the advertisement into conformity with this Advertising Policy. If the revisions are not undertaken, the advertisement shall be removed within five business days.

c. The Town Manager, or their designee, may consult with appropriate Town of Jackson staff, including the Town Attorney, at any time during the review process.

COMMERCIAL LEASE AGREEMENT BETWEEN THE TOWN OF JACKSON AND SNOW KING MOUNTAIN RESORT, LLC

This Commercial Lease Agreement ("**Lease**") is made and entered into by and between the Town of Jackson, a municipal corporation of the State of Wyoming, 150 E. Pearl Avenue / P.O. Box 1687, Jackson, Wyoming 83001("**Town**" or "**Landlord**") and Snow King Mountain Resort, LLC, a Wyoming limited liability company, of 575 South Willow Street / P.O. Box 1846 Jackson, Wyoming 83001 ("**Tenant**")(collectively "**Parties**").

RECITALS

WHEREAS, Town is the owner of that certain parcel of real property and improvements described generally as the Snow King Center (to include the Ice Arena and Ski Shelter), as more particularly described as PT. NW1/4SW1/4 SEC. 34, TWP. 41, RNG. 116; as shown on Map of Survey T-71B (hereinafter "**Property**") and the building located thereon ("**Building**" or "**Snow King Center**"); and

WHEREAS, the Town finds it to be in the public interest to provide ski shelter use and services for the public benefit; and

WHEREAS, the Parties agree that any other leases between the Parties concerning this property are revoked and are superseded by this document; and

WHEREAS, the Parties hereto desire to enter into a written lease agreement providing terms, covenants and conditions forthe use and occupancy of a portion of the Property and certain areas appurtenant thereto, all as more particularly described below.

NOW, THEREFORE, in consideration of the mutual covenants, agreements and undertakings and benefits to the Parties, herein set forth to be kept and performed by the Parties hereto, the Parties agree as follows:

1. **Lease:**
    a. Leased Premises. Landlord agrees to lease to Tenant, and Tenant agrees to lease from Landlord, a portion of the Property as follows: All areas of the Building shaded in blue in Exhibit B, attached hereto and made a part hereof by this reference, ("**Leased Premises**"), which amount to a total of, approximately, 7, 962 square feet of space.
    b. Common Areas. The i) driveways, parking areas, and sidewalks on the Property; ii) the interior hallway linking the Ice Arena and Ski Shelter portions of the Building; and iii) the hallways, all as shown on Exhibit B and shade pink, are common areas ("**Common Areas**"). The Common Areas are subject to Town's exclusive control at all times. Tenant acknowledges that the Common Areas are made available by the Town for use in common by all lessees of the Building and the public and may be co-used by Tenant, other lessees of the Building, and the public. Tenant may use and access the Common Areas only to the extent that its use does not interfere with the use thereof by any other lessee or the public. Landlord may, at Landlord's sole option, reduce the amount of Common Area available for use by the Tenant.
    c. Other Areas. All areas shown on Exhibit A that are not shaded blue nor pink are not part of the Leased Premises and not part of the Common Area, and thus Tenant has no access, use, or occupancy rights.

2. **Use.** Use of the Leased Premises and Common Areas is limited to sports and recreational activities

appurtenant to Tenant's provision of recreational activities comprising Tenant's operation of Snow King Resort.

3. **Term of Lease.**
    a. Primary Term: The Primary Term of this Lease shall be for 3 years, and shall commence on April 1, 2022, and shall terminate on March 31, 2025 ("**Expiration**"), unless sooner terminated as provided herein.
    b. Extended Terms: Tenant is granted the option to extend the Primary Term of this Lease for two (2) additional three (3) year periods (each an "**Extended Term**"). Tenant's option to extend shall be exercised automatically unless Tenant gives written notice to Landlord that Tenant will not extend this Lease at least ninety (90) days prior to the expiration of the Primary Term or applicable Extended Term. Tenant's right to exercise this option is conditioned upon the following:
        i. Tenant shall not be in default of any of its obligations under this Lease at the time the option is exercised; and
        ii. Tenant shall be current in the payment of Rent at the time the option is exercised.

4. **Rent and Payment.**
    a. Rent: Tenant agrees to pay Landlord the sum of Thirty-seven Thousand Eight Hundred Sixty Dollars ($37,860.00) per year and will remit Three Thousand One Hundred Fifty-five Dollars ($3,155.00) per month as Rent paid on or before the 1st day of each month of each year during the Primary Term and each Extended Term hereof.
    b. Rent Adjustment: On each anniversary of the Execution Date during the Primary Term and any Extended Term hereof the amount of Rent payable hereunder shall be increased by the annual Wyoming Cost of Living Index (WCLI) for Teton County as provided by the State of Wyoming, Economic Analysis Division.
    c. Prorated Rent: Rent for any period during the term hereof which is less than one (1) year shall be prorated based on a 365-day year.
    d. Payment: Rent Payments shall be made payable to the Town of Jackson, Wyoming, P.O. Box 1687, Jackson, Wyoming 83001 until directed otherwise.

5. **Late Rent Charges.** In the event any monthly rent payment is not paid within ten (10) days following the due date, a late charge of five percent (5%) of the monthly rent shall be paid by Tenant. Thereafter, said late rent payment shall automatically accrue interest at an interest rate of eighteen percent (18%), which accrual of interest shall continue until the rent payment, together with accrued interest is paid. Such interest shall begin to accrue automatically on all delinquent rent payments not paid within the ten (10) day grace period described above and shall be payable on demand without further notice to Tenant.

6. **Operating Standards.** Tenant shall:
    a. Comply with all laws, orders, regulations, rules, ordinances, and covenants of any state or federal statute or local ordinance or regulation applicable to Tenant and/ or its use of the Leased Premises and Common Areas.
    b. Give to Landlord prompt written notice of any accident, fire, or damage occurring on or to the Leased Premises or Common Areas.
    c. Keep the Leased Premises sufficiently heated to prevent freezing of pipes, waterlines, and fixtures.
    d. Operate the Leased Premises and Common Areas at a high standard of quality, cleanliness, and professional appearance commensurate with the standards maintained by hospitality properties

located in the Town of Jackson. Tenant shall keep building supplies and maintenance materials properly stored and out of public view and shall not allow the same to accumulate outside of proper storage areas.

e. Comply with all reasonable rules and regulations that may be established, from time to time, by Landlord.

f. Strictly comply with the terms and conditions herein, recognizing that the Leased Premises, Common Areas, the Building, the Property, and all adjacent access areas are an integrated part of a single building which comprises the Snow King Center that is leased to multiple tenant's and used by the public and, as such, a failure by Tenant to comply with the terms and conditions herein will have a detrimental impact on all users and other tenants of the Snow King Center.

7. Prohibitions on Use of the Leased Premises.
   a. Events involved with the use, handling, mixing or liberation of combustible/ flammable liquids, vapors or gases, fireworks, explosive materials or any other use defined by the Uniform Fire Code as a Hazardous/Extra Hazardous use are expressly prohibited.
   b. Tenant shall not use and allow the use of the Leased Premises for any purposes or activities prohibited by the laws, regulations, or ordinances of the United States, State of Wyoming, Teton County, or the Town of Jackson.
   c. Tenant shall not do or allow to be done anything objectionable to the fire insurance companies, whereby fire insurance or any other insurance now in force or hereafter to be placed on the Leased Premises or any part thereof shall become void or suspended, or be rated as a more hazardous risk than at the date when Tenant receives possession hereunder. In the event of breach of this covenant, in addition to all other remedies of Landlord, Tenant shall pay Landlord as additional rent any increase in insurance premiums.
   d. Tenant shall not use or allow the use of the Leased Premises nor the Common Areas for the storage, manufacture, selling or distribution of any dangerous, noxious, or hazardous substance.

8. Alcohol Sales and Service. Tenant shall have the right, so long as Tenant has a valid permit from the Town of Jackson, to sell alcoholic and/or malt liquor in specific locations from within and upon the Leased Premises in accordance with any and all conditions applicable to said license, and must adhere to all applicable laws of the State of Wyoming and ordinances of the Townof Jackson as they may exist now or in the future.

   Tenant and Landlord agree the below conditions on the serving of alcohol in the Leased Premises enable minors to frequent the Leased Premises and Tenant agrees to the following restrictions associated with the dispensing of liquor:
   a. The licensee will not be allowed to sell package liquor to the public for off premises consumption.
   b. During standard operating functions the applicant will be allowed to sell beer and wine only.
   c. Full liquor service may be allowed at banquets, parties, conventions, exhibitions, conferences, concerts, or special events only.
   d. The Tenant shall not operate the Leased Premises as a bar or lounge at any time.

9. Acceptance of the Leased Premises. Taking possession of the Leased Premises by Tenant shall be conclusive evidence against the Tenant that such Premises are (subject to certain exceptions described below) in good and satisfactory condition when possession of same was taken, that Tenant has inspected the Leased Premises, and accepts the same in "as is" condition. Notwithstanding the foregoing, Landlord acknowledges that certain repairs are needed to the Leased Premises (including repairs to the Building's roof) which are

addressed in more detail in paragraph 12 below.

10. Taxes and Assessments. Landlord shall pay all real estate taxes, real estate assessments, and any and all other governmental charges, assessments, or taxes payable in respect to the Leased Premises or any part thereof during the term of this Lease. Tenant shall be liable for all taxes levied against its personal property, business operations, trade fixtures, and other property placed by Tenant in, on, or about the Leased Premises, and any other commercial activity undertaken by Tenant in, on, or about the Leased Premises.

11. Snow Removal; Electrical; Landscaping; Garbage; Cleaning; Utilities.

    a. Snow Removal Costs: Tenant shall cooperate with the other tenants of the Snow King Center to obtain snow removal services for the Leased Premises.

    b. Electric and Gas: Tenant shall cooperate with the other tenants of the Snow King Center to obtain electric and gas service for the Leased Premises.

    c. Landscaping: Tenant shall contract with a private company for landscaping services, including at minimum i) routine maintenance and ii) planting of flowers and cosmetic landscaping of the Leased Premises. As used in this provision, "routine maintenance" means such things as, but is not limited to mowing, fertilizing, trimming, control of pests and weeds, and cleanliness, including keeping the Leased Premises clear of any trash, cigarette butts, or other detritus.

    d. Garbage Costs: Tenant is solely responsible for waste removal generated from the Leased Premises and shall contract with a private company for such services.

    e. Water & Sewer & Irrigation: Tenant shall cooperate with the other tenants of the Snow King Center to obtain electric and gas service for the Leased Premises.

    f. Utility Costs: Any and all utility services used by and in connection with the Leased Premises, including telephone, cable television, internet service, and other utility services to, used by, or in connection with the Leased Premises, shall be contracted for by Tenant in its name and at its sole cost.

    g. Cleaning Costs: Tenant shall contract with a private company for facility cleaning services at the Leased Premises.

12. Repair and Maintenance.

    a. Tenant acknowledges that it is accepting the Leased Premises in the condition described in paragraph 9 above. Tenant shall clean, sanitize, and maintain (including minor repairs such as touch-up painting and drywall repair, lightbulb replacement, etc.) all areas of the Leased Premises used by Tenant and the public including the entry and exit ways, offices, locker rooms, and bathrooms. All such areas shall be maintained by Tenant in a clean and orderly fashion. Tenant shall follow applicable building code relating to storage in the Leased Premises and shall ensure that all stored items are sufficiently set back from electrical panels as required by applicable code and in a manner that allows unimpeded ingress and egress in all areas of the Leased Premises and Snow King Center. Tenant shall perform all routine maintenance on the lighting for the Leased Premises and shall replace all burnt-out light bulbs.

    b. Landlord shall be responsible for repairing the Leased Premises furnace motors, fans and heating elements and/or replacing the furnaces, provided Landlord may delegate to Tenant the authority to schedule and supervise professional repair or replacement of the furnaces. Landlord shall be responsible for repairing the heating elements and/or replacing water heaters and plumbing for the Leased Premises, provided Landlord may delegate to Tenant the authority to schedule and supervise professional repair or replacement of the water heaters and other plumbing elements. Landlord shall repair and maintain the capital items serving the Property, including the roof, foundation, and

structural portions of the Building (including walls and siding), air conditioning, plumbing, heating and electrical systems furnished by Landlord, unless such maintenance and repairs are caused in part or in whole by the act, neglect, fault, or omission of any duty by the Tenant, its agents, employees or invitees, in which case Tenant shall pay to Landlord the actual cost of such maintenance and repairs. Tenant shall give Landlord written notice of any required repairs or maintenance. Landlord acknowledges that the Building roof is leaking and in need a repair and shall undertake such repairs in a timely manner.

c. If the Landlord determines, in its sole discretion, that the Leased Premises are not being properly maintained in the manner described in paragraph 13.a. above, it shall give notice to Tenant in writing to maintain the Leased Premises. The Tenant shall have forty-eight (48) hours in which to correct any minor deficiencies (small repairs or cleaning inadequacies) and thirty (30) days for larger repairs that were caused in part or in whole by the act, neglect, fault, or omission of any duty by the Tenant, its agents, employees or invitees. If the repairs and maintenance are not performed to Landlord's satisfaction within the required time period, Landlord may employ another person or entity to repair and/or maintain all or any part of the Premises and the Tenant shall be responsible for the payment of all expenses and costs related to said repair and maintenance, which if not paid, shall be deemed a default as provided herein.

13. Parking. Tenant may not park any vehicle anywhere other than the parking lots in legally stiped and marked parking stalls. Tenant may not park any vehicle in the patio area on north side of the Building.

    It is expressly understood by the parties that the parking lots associated with the Property are public parking lots. Landlord has the authority to prohibit parking that interferes with the safe and appropriate use of the Leased Premises or Property, and retains the right to sign and enforce parking regulations for public safely, access, and appropriate use. It is expressly understood by Tenant that violation(s) of the foregoing restrictions by Tenant, its employees, agents, contractors, or the like will result in parking enforcement action(s), including citations and towing as necessary.

14. Alterations and Improvements.

    a. Landlord shall have the right at any time to enter the Leased Premises to inspect or to make such additions, repairs, or alterations as it may deem necessary or proper for the safety, improvement, or preservation of the Leased Premises. Tenant waives any claim for damages including loss of business resulting therefrom.

    b. Tenant shall make no alterations in or additions to the Leased Premises without first obtaining the express written consent of the Landlord 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.

15. Insurance.

    a. Tenant shall maintain, at its expense, fire and extended coverage insurance on all of its personal property, including trade fixture and on all additional and improvements made by Tenant not required to be insured by Landlord.

    b. Tenant shall, at Tenant's expense, maintain a policy or policies of comprehensive general liability insurance with the premiums thereof fully paid on or before due date, issued by and binding upon an insurance company with a Best Rating Guide A plus Class 15 Rating, such insurance to afford minimum portion of not less than a single limit for bodily injury and property damage of not less than One Million Dollars ($1,000,000.00). The insurance policy shall name Landlord as an additional

insured and shall cover all risks incident to Tenant's use of the Leased Premises and business in connectiontherewith.

c. Tenant shall furnish and deposit with Landlord certificates of all such insurance policies to be maintained by Tenant with evidence of payment of the premiums thereon obtained at or prior to the commencement of the term of this Lease, and copies of all insurance policies obtained at any time thereafter during the term of this Lease. All such insurance policies, including such policies referred to immediately above, shall contain a clause or endorsement to the effect that they may not be terminated or materially amended during the term of this Lease except after fifteen (15) days written notice thereof to Landlord.

16. Assignment, Sublease and Mortgage by Tenant. Tenant may not, whether voluntarily or by operation of law nor whether in whole or in part, mortgage, pledge, hypothecate, deed in trust, sublet, grant a concession, collaterally or absolutely assign its interest in this Lease, the Leased Premises, or any interests or rights appurtenant to this Lease, otherwise encumber the leasehold estate or the Premises, or assign or pledge the same as security for any debt. Such shall be deemed to include any attempt by Tenant to make or permit any voluntary or involuntary, total or partial, sale, assignment, sublease, conveyance, mortgage, pledge, encumbrance, or other transfer of any or all of the leasehold estate. Any attempt to do so shall constitute a Default under this Lease.

17. Signs. No signs shall be placed at or upon the Leased Premises or Common Areas, except upon the prior written approval under this Lease and acquisition of all legally required permits from the Town of Jackson. Advertising within the Leased Premises shall not be subject to this paragraph 17 but shall be subject to the advertising policy described in paragraph 18 below.

18. Advertisements.

    a. Tenant is authorized to place and contract for others to place advertising within the Leased Premises only as follows:

        i. Tenant shall comply with the Advertising Policy, attached here and made a part hereof by this reference, in Exhibit B.

        ii. Tenant is not authorized to place advertising outside the Leased Premises, the Common Areas, on the exterior of the Building, or anywhere else on the Property.

19. Damage or Destruction to Leased Premises.

    a. If the Leased Premises are damaged by fire, the elements, unavoidable accident or other casualty, without the fault or negligence of Tenant, or Tenant's employees, agents, visitors, licensees or invitees, and the Leased Premises are not thereby rendered untenantable in whole or in part, Landlord shall have the right, at its expense, to cause such damage to be repaired, and the rent shall not be abated. If, by reason of such occurrence, the Leased Premises shall be rendered wholly untenantable, Landlord shall have the right to cause such damage to be repaired and the rent, during such period of repair, shall be abated in whole. There shall be no extension of the term of this Lease by reason of such abatement. Notwithstanding the foregoing provisions, if the Leased Premises cannot be repaired within ninety (90) days from the date such damage occurs, Landlord and Tenant shall, at their option, have the right to declare the balance of the term of this Lease to be null and void.

    b. If any such damage or destruction occurring to the Leased Premises, whether partial or complete, occurs as the result of the fault or any negligence of Tenant or Tenant's employees, agents, business invitees, or licensees the cost and expense of all repairs necessary to restore the condition of the Leased premises shall be borne exclusively by the Tenant and there shall not be apportionment nor abatement of rent during the term of this Lease.

20. **Default by Tenant.** Tenant agrees to observe and perform the conditions and covenants set forth in this Lease. If Tenant shall fail to observe or perform any of the conditions or covenants and such default shall continue for more than Thirty (30) days after written notice of such default, or if the default is of such a nature that it cannot be cured within Thirty (30) days, than Ninety (90) days if cure is commenced promptly and diligently pursued to completion, it shall be lawful for Landlord, at its election, with or without previous notice, to terminate this Lease or to re-enter and repossess the Leased Premises without termination, with or without legal proceeding, using such force as may be necessary, and to remove therefrom any personal property belonging to Tenant without prejudice to any claim for rent or for breach of the covenants hereof, or without being guilty of any manner of trespass or forcible entry and detainer. The foregoing prescribed rights shall be non-exclusive and shall be in addition to any and all of the rights and remedies Landlord may have pursuant to governing law.
21. **Payments After Termination.** No payments of money by Tenant to Landlord after the termination of this Lease, or in any manner after Landlord provides notice to Tenant or termination, shall reinstate, continue, or extend the term of this Lease or affect any notice given to Tenant prior to the payment of such money.
22. **Abandonment of Leased Premises.** If Tenant shall abandon or vacate the Leased Premises before the end of the term of this Lease, or if Landlord re-enters the Leased Premises without termination, the Landlord may, at its option and without notice to Tenant, re-let the same, or any part thereof, as it may see fit, without thereby voiding or terminating this Lease, and, for the purpose of such re-letting, Landlord is authorized to make any repairs, changes, alterations or additions in or to the Leased Premises, as may, in the sole discretion of Landlord, be necessary or desirable for the purpose of such re-letting, and if a sufficient sum shall not be realized from such re-letting each month to equal the monthly rental under the provisions of this Lease, then Tenant agrees to pay such deficiency.
23. **Surrender.** Upon termination of this Lease, the Tenant shall quit and surrender the premises in as good condition and repair as it is at the date of commencement of this Lease, reasonable and wear and tear excepted, together with all alterations, interior decorations, additions and improvements that may have been made in, to, or upon the premises, including but not limited to carpeting, wall paneling and ceiling tiles, and excepting movable furniture and unattached movable trade fixtures. Tenant shall not have the right to remove removable light fixtures. All property and improvements of the Tenant not removed at the termination of this Lease shall be deemed abandoned by the Tenant.
24. **Holding Over.** Should the Tenant hold possession hereunder after the expiration of the Lease term, the Tenant shall become a Tenant on a month-to-month basis upon all the terms, covenants and conditions herein specified.
25. **Indemnification.** Tenant shall indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability and expense (including attorney's fees related thereto) in connection with loss of life, personal injury or damage to property occurring in, on or about, or arising out of the Leased Premises or the occupancy or use of the Leased Premises by the Tenant or agents, licensees, invitees, concessionaires, guests, contractors, customers, employees, etc. or occasioned wholly or in part by any act or omission of Tenant, its agents, licensees, business invitees, concessionaires, guests, contractors, customers, employees or subtenants, etc.
26. **Landlord's Access.** Tenant shall permit Landlord, or its representative, to inspect at any time the Leased Premises and to make improvements to the Leased Premises as Landlord may now or hereafter deem to be necessary and/or appropriate for the Leased Premises. All such improvements shall be done, so far as practicable, to avoid interference with Tenant's occupancy and use of the Leased Premises, provided that Tenant shall not be entitled to compensation for unavoidable interference with its occupancy and use.
27. **Notices.** Any notices required or permitted to be given or served by either party to the other shall be deemed to have been duly given upon mailing if sent by certified mail, postage prepaid, return receipt

requested, to the respective addresses set forth below.

TENANT: Snow King Mountain Resort, LLC.
P.O. Box 1846
Jackson, Wyoming 83001

LANDLORD: Town of Jackson
Attn: Town Clerk
P.O. Box 1687
Jackson, Wyoming 83001

28. General Provisions.

a. Entirety of Agreement. This Lease represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

b. Severability. Should any portion of this Lease be judicially determined to be illegal or unenforceable, the remainder of this Lease shall continue in full force and effect, and either party may renegotiate the terms affected in the severance.

c. Time is of the Essence: Time is of the essence of this Lease, and of each and every covenant, term, condition, and provision of this Lease.

d. Waiver. No waiver or breach of any one or more of the conditions or covenants in this Lease by Landlord shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

e. No Partnership. No partnership or joint venture is created by this Lease. The Landlord and Tenant shall be construed to be that relationship of Landlord the Tenant only

f. Amendment or Modification. Tenant acknowledges that it has not relied upon any statement, representation, agreement or warranty, except such as are expressly stated herein, and that no amendment, change or modification of this Lease shall be valid or binding unless expressed in writing and executed by both the Parties.

g. Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the rent herein stipulated and no endorsement or statement on any check or any letter accompanying any check or payment as rent, will be deemed an accord and satisfaction, and Landlord may accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy in this lease provided.

h. Governing Law. This Lease and its provisions shall be construed and enforced in accordance with and pursuant to governing the laws of the State of Wyoming law. The Courts of the State of Wyoming shall have jurisdiction over any action arising out of this Lease and over the Parties, and the venue shall be in the Ninth Judicial District, State of Wyoming.

i. Construction. The headings used in this Lease are for convenience only and are not to be used in its construction.

j. Integration: The parties intend this statement of their agreement to constitute the complete, exclusive, and fully integrated statement of their agreement. As such, it is the sole expression of their agreement as to the matters set forth herein, and they are not bound by any other agreements of whatsoever kind or nature.

k. Attorney's Fees. In the event either party shall find it necessary to obtain the services of an attorney to enforce any of the covenants or conditions of this Lease, the prevailing party shall be entitled to

reimbursement for all costs and expenses, including reasonable attorney's fees, whether or not litigation is commenced.

l. Joint and Several. If there is more than one person comprising the Tenant, the covenants, agreements, undertakings, and obligations hereunder shall be the joint and several obligations of all such persons.

m. Counterparts; Digital Signatures. This Lease may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. At the request of either Party, each Party agrees to execute an original of this Lease as well as any facsimile or other reproduction hereof.

n. Governmental Immunity. Landlord does not waive its governmental immunity by entering into this Lease, and retains all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Lease.

IN WITNESS WHEREOF, the Parties hereto have executed this Lease as of the _____ day of _____, 2022.

LANDLORD:

TOWN OF JACKSON

By:_____
Hailey Morton Levinson
Its: Mayor

ATTEST:_____
Town Clerk

TENANT:

SNOW KING MOUNTAIN RESORT, LLC.

By:_____
Name:
Its:

EXHIBIT A

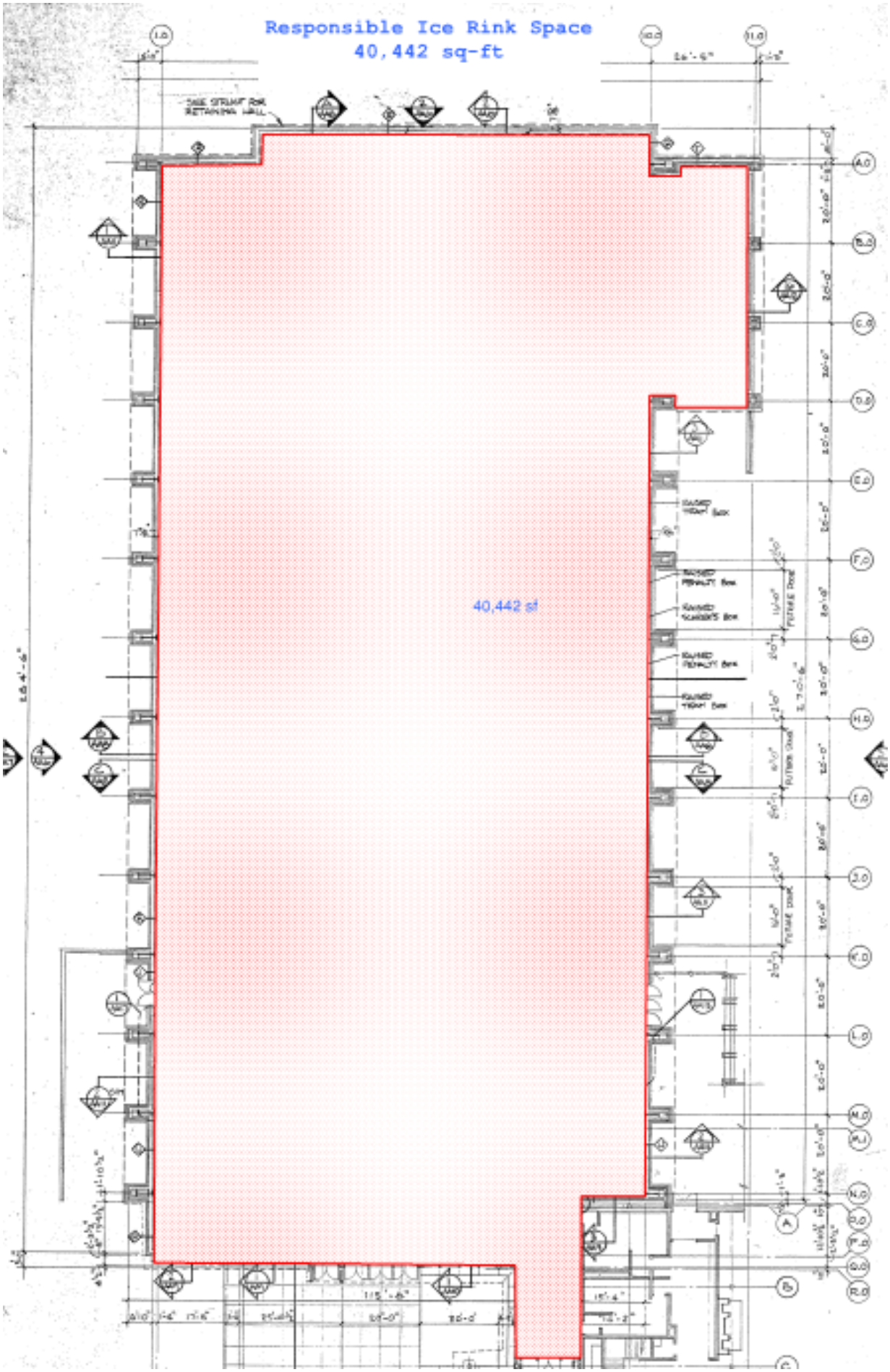


EXHIBIT A

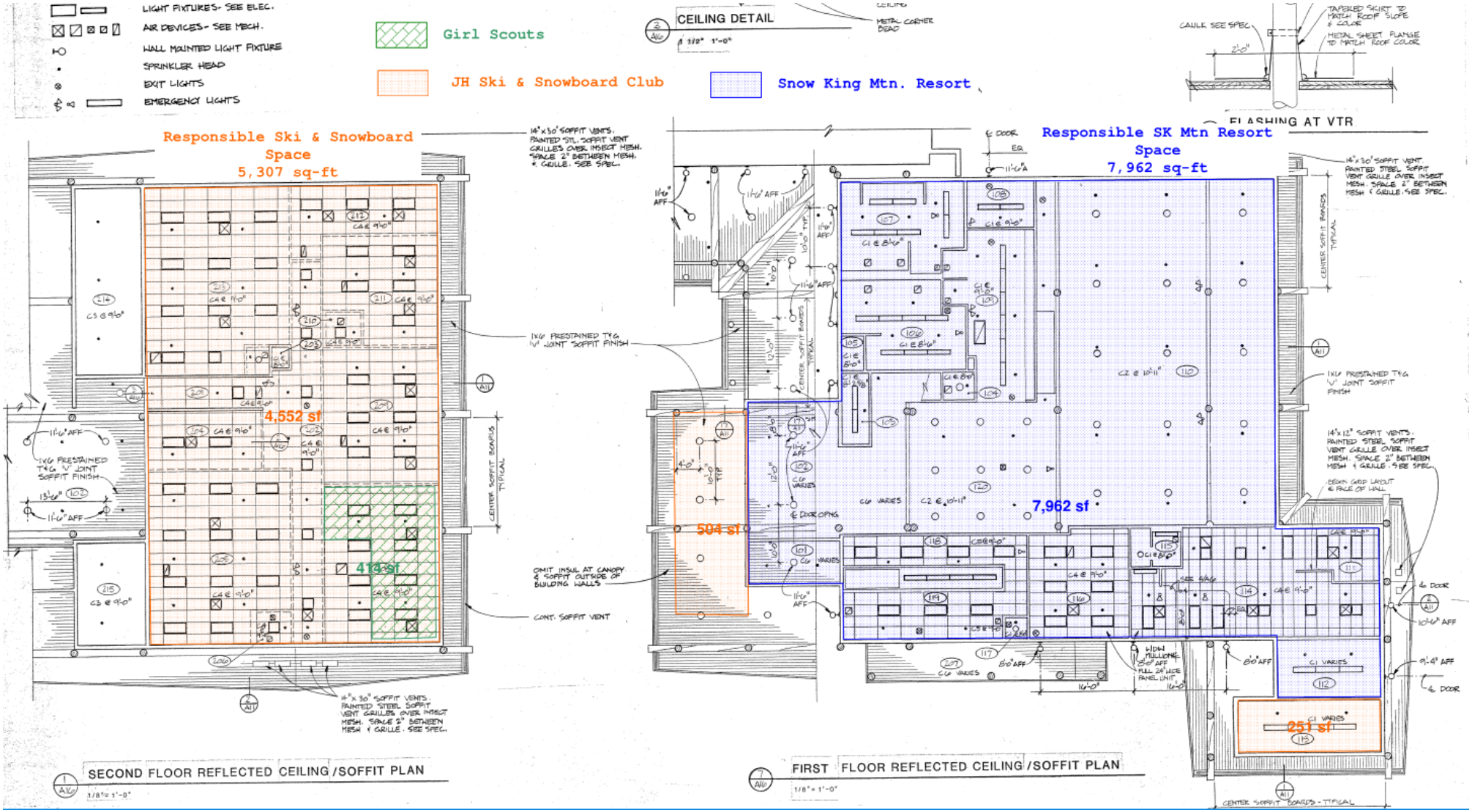

LIGHT FIXTURES- SEE ELEC.
AIR DEVICES- SEE MECH.
WALL MOUNTED LIGHT FIXTURE
SPRINKLER HEAD
EXIT LIGHTS
EMERGENCY LIGHTS
Girl Scouts
JH Ski & Snowboard Club
Snow King Mtn. Resort
CEILING DETAIL
METAL CORNER BEAD
FLASHING AT VTR
Responsible Ski & Snowboard Space
5,307 sq-ft
4,552 sf
414 sf
Responsible SK Mtn Resort Space
7,962 sq-ft
7,962 sf
504 sf
251 sf
16"x30" SOFFIT VENTS. PAINTED STL. SOFFIT VENT GRILLES OVER INSECT MESH. SPACE 2" BETWEEN MESH & GRILLE. SEE SPEC.
1X6 PRESTAINED T&G V JOINT SOFFIT FINISH
OMIT INSUL AT CANOPY & SOFFIT OUTSIDE OF BUILDING WALLS
CONT. SOFFIT VENT
CENTER SOFFIT BOARDS TYPICAL
14"x30" SOFFIT VENT PAINTED STEEL SOFFIT VENT GRILLE OVER INSECT MESH. SPACE 2" BETWEEN MESH & GRILLE. SEE SPEC.
14"x12" SOFFIT VENTS. PAINTED STEEL SOFFIT VENT GRILLE OVER INSECT MESH. SPACE 2" BETWEEN MESH & GRILLE. SEE SPEC.
SECOND FLOOR REFLECTED CEILING/SOFFIT PLAN
1/8"=1'-0"
FIRST FLOOR REFLECTED CEILING/SOFFIT PLAN
1/8"=1'-0"

EXHIBIT A

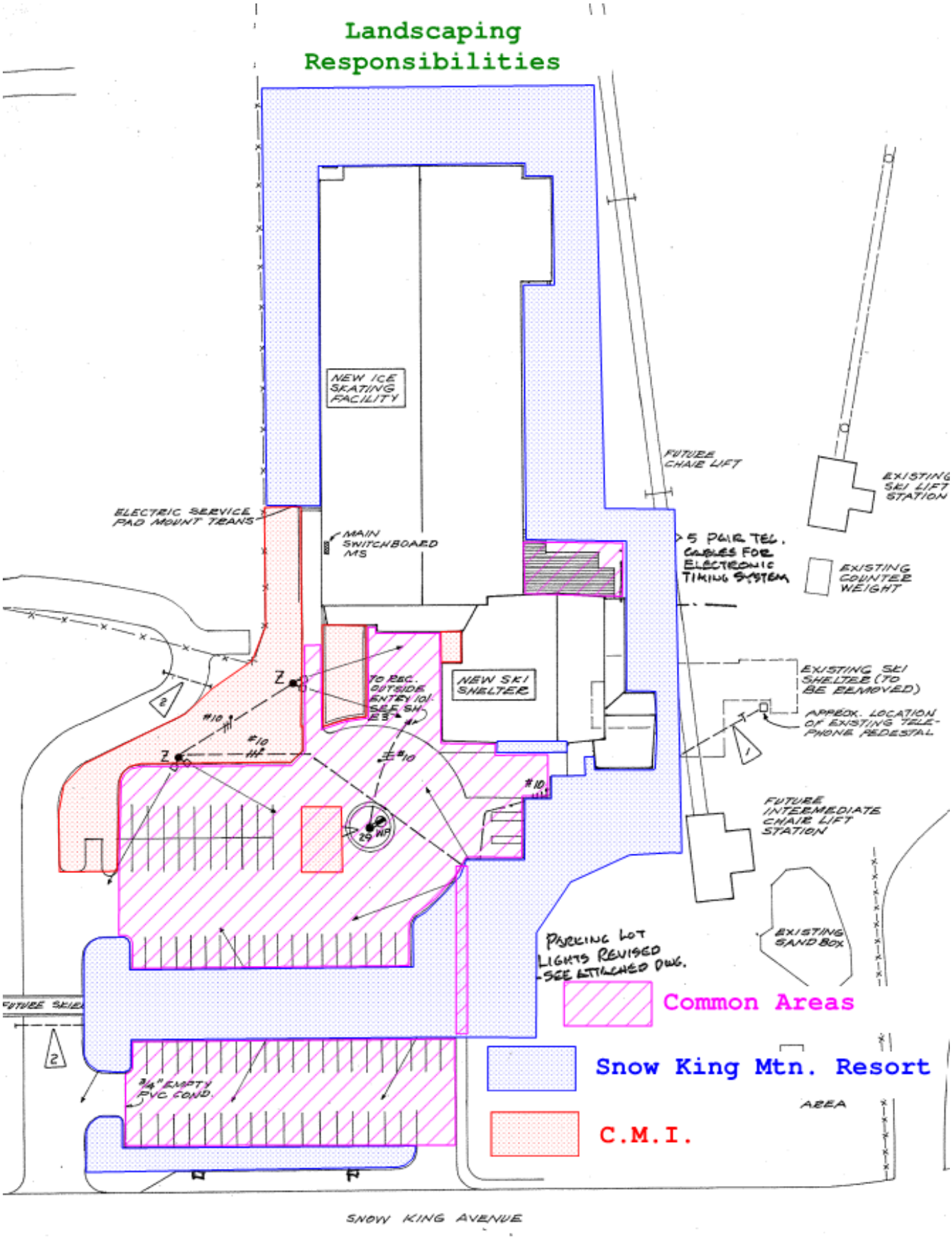

Landscaping Responsibilities
NEW ICE SKATING FACILITY
NEW SKI SHELTER
FUTURE CHAIR LIFT
EXISTING SKI LIFT STATION
ELECTRIC SERVICE PAD MOUNT TRANS
MAIN SWITCHBOARD MS
5 PAIR TEL. CABLES FOR ELECTRONIC TIMING SYSTEM
EXISTING COUNTER WEIGHT
TO EXIST. OUTSIDE ENTRY (2) SEE SH. E3
EXISTING SKI SHELTER (TO BE REMOVED)
APPROX. LOCATION OF EXISTING TELEPHONE PEDESTAL
FUTURE INTERMEDIATE CHAIR LIFT STATION
EXISTING SAND BOX
PARKING LOT LIGHTS REVISED SEE ATTACHED DWG.
Common Areas
Snow King Mtn. Resort
C.M.I.
AREA
3/4" EMPTY PVC COND.
SNOW KING AVENUE

EXHIBIT B

SNOW KING CENTER ADVERTISING POLICY

Effective April 1, 2022

1. SNOW KING CENTER

   a. Snow King Center. The Town of Jackson is the owner of that certain parcel of real property and improvements thereon described generally as the Snow King Center (to include the Ice Arena and Ski Shelter), as more particularly described on Exhibit A. ("Snow King Center").

2. PURPOSE AND INTENT

   a. Primary Purpose. The primary purpose of the Snow King Center is to provide the public a safe environment for public recreation. Consistent with this purpose, the Town places great importance on maintaining a secure, safe, and comfortable Snow King Center that provides public recreation opportunities. To generate additional revenue for the operations and maintenance of Snow King Arena, while also accomplishing the primary objectives listed above, the Town will accept advertising on/in the Snow King Center only if such advertising complies with this Advertising Policy.

   b. Nonpublic Forum Status. The Town's acceptance of advertising does not provide or create a general public forum for expressive activities. In keeping with its proprietary function as a provider of public recreation facilities, the Town does not intend its acceptance of advertising to convert the Snow King Center into a public forum for public discourse and debate. Rather, as noted above, the Town's 's sole purpose and intent is to accept advertising as an additional means of generating revenue to support its recreation facility operations. In furtherance of that discreet and limited objective, the Town's retains strict control over the nature of the ads accepted for posting on or in the Snow King Center and maintains its advertising space as a nonpublic forum.

   c. Interference with Purpose. Certain types of advertisements interfere with the advertising program's sole purpose of generating revenue to benefit the operation and maintenance of the Snow King Center. This Advertising Policy advances the advertising program's revenue-generating objective and preserves the forum's primary purposes by prohibiting advertisements that interfere with and divert resources from operations, that detract from the recreation purposes by creating substantial controversy, and/or that pose significant risks of harm, inconvenience, or annoyance to public users. Such advertisements create an environment that is not conducive to achieving increased revenue for the benefit of the Snow King Center or to preserving and enhancing the security, safety, comfort and convenience of its operations. The viewpoint neutral restrictions in this policy thus foster the maintenance of a professional advertising environment that maximizes advertising revenue, and protects the interests of the captive audience that uses the Snow King Center.

      This policy is intended to provide guidance as to the types of advertisements that will allow the Town to generate revenue and enhance public recreation at the Snow King Center by fulfilling the following important goals and objectives:

      i. Maximizing advertising revenue;

      ii. Maintaining a position of neutrality and preventing the appearance of favoritism or endorsement by the Town;

      iii. Preventing the risk of imposing objectionable, inappropriate or harmful views on a captive audience;

      iv. Preserving the value of the advertising space;

      v. Maximizing use and maintaining a safe environment for the public users of the Snow King

Center;

vi. Avoiding claims of discrimination and maintaining a non-discriminatory environment for users;

vii. Preventing any harm or abuse that may result from running objectionable, inappropriate or harmful advertisements;

viii. Reducing the diversion of resources from facility maintenance and operation that is caused by objectionable, inappropriate or harmful advertisements.

ix. Preserving the Town's business reputation as a professional, effective and efficientprovider of public recreationfacilities and services.

The Snow King Center is a nonpublic forum and, as such, the Town will accept only that advertising that falls within the categories of acceptable advertising specified in this viewpoint neutral policy and that satisfies all other access requirements and restrictions provided herein.

d. Right to Modify, Suspend, Revoke. The Town reserves the right to suspend, modify or revoke the application of any of the standards in this Policy as it deems necessary to comply with legal mandates, to accommodate its primary function Application of Policy. This Advertising Policy applies to the posting of all advertisements in the Snow King Center on or after the Effective Date. Any advertisements which would be prohibited under this Policy, but which were posted pursuant to the terms of a fully executed advertising contract prior to January 1, 2022 and that is provided to the Town in writing, will be allowed to remain posted for the duration of that contract.

e. as a recreation facility, or to fulfill the goals and objectives identified above. All of the provisions in this Policy shall be deemed severable.

This Policy does not apply to the Town's government speech as defined below.

f. Disclaimer of Endorsement. The Town's acceptance of an advertisement does not constitute express or implied endorsement of the content or message of the advertisement, including any person, organization, product, service, information or viewpoint contained therein, or of the advertisement sponsor itself. This endorsement disclaimer extends to and includes content that may be found via internet addresses, quick response ("QR") codes, and telephone numbers that may appear in posted ads and that direct viewers to external sources of information.

3. IMPLEMENTATION RESPONSIBILITY

a. The Town Manager, or their designee, is responsible for the implementation of this Advertising Policy.

4. SNOW KING CENTER POLICIES

a. Permitted Advertising Content: Subject to the limitations herein, the following classes of advertising are authorized in and on the Snow King Center:

i. Commercial Advertising. Advertising proposing, promoting, or soliciting a commercial transaction for the sale, rent, lease, license, distribution or availability of goods, property, services, or events for the advertiser's commercial or proprietary interest, or more generally promoting an entity or entities that engage in such activities.

ii. Government Advertising. Advertising by a federal, state or local governmental entity that

advances specific governmental purposes. On a limited basis, the Town may make unpaid advertising space available for public service announcements. Costs associated with the design, production, installation and removal of public service announcements are the responsibility of the governmental agency requesting the public service announcement. The advertising and public service announcements permitted under this section cannot contain displays or messages that qualify as Prohibited Advertising as provided herein and must comply with this Advertising Policy. Unless the source of the advertising or public service announcement is obvious from the content or copy, the advertisement or public service announcement, whether paid or unpaid, must specifically identify the sponsor of the advertisement or the message.

iii. Nonprofit Public Service Announcements. Advertising that is sponsored by a nonprofit organization that is exempt from taxation under Section 501(C)(3) of the Internal Revenue Code and has provided documentary proof of such status, that is directed to the general public or a significant segment of the general public, and that relates to the:

1. Prevention or treatment of illnesses or promotion of personal health
2. Education, training or employment services
3. Arts, culture, or special events;
4. Provision of children and family services;
5. Provision of services and programs that provide support to low income citizens, senior citizens, or people with disabilities; or
6. Solicitation by broad-based contribution campaigns that provide funds or goods to charitable organizations active in the above-listed areas.

b. Prohibited Advertising Content: Advertising is prohibited on or in the Snow King Center if it falls within one or more of the following categories:

i. Political Speech. Advertising that promotes, or opposes a political party, any person or group of persons holding federal, state or local government elected office, the election of any candidate or group of candidates for federal, state or local government offices, or initiatives, referendums or other ballot measures.

ii. Public Issue Speech. Advertising that non-incidentally expresses or advocates or appears to express or advocate an opinion, position or viewpoint on a matter of public debate about economic, political, public safety, religious or social issues.

iii. Religious. Advertising that promotes or opposes any identifiable or specific religion or religious viewpoint, message or practice.

c. Prohibited Products, Services or Activities. Any advertising that (i) promotes or depicts the sale, rental, or use of, participation in, or images of the following products, services or activities; or (ii) that uses brand names, trademarks, slogans or other material that are identifiable with such products, services or activities.

i. Tobacco. Tobacco products, including but not limited to cigarettes, cigars, e-cigarettes, vaping materials or equipment, and smokeless (e.g., chewing) tobacco.

ii. Alcohol. Beer, wine, distilled spirits or any alcoholic beverage licensed and regulated under Wyoming law, however, this prohibition shall not prohibit advertising that includes the name of a restaurant that is open to minors.

iii. Firearms. Firearms, ammunition or other firearms-related products.

iv. Adult/ Mature Rated Films. Television Video Games, or Theatrical Presentations. Adult films rated "X" or "NC-17," or video games rated "A," or theatrical presentations recommended by the sponsor for persons 18 years or older.

v. Adult Entertainment Facilities. Adult bookstores, adult video stores, nude dance clubs and other adult entertainment establishments.

vi. Other Adult Services. Adult telephone services, adult internet sites and escort services.

vii. Sexual Subject Matter. Any advertising that contains or involves any material that describes, depicts or represents sexual organs or activities in a manner that a reasonably prudent person, knowledgeable of the Town and using prevailing community standards, would find inappropriate for the public recreation environment, including persons under the age of 18.

viii. False or Misleading. Any material that is or that the sponsor reasonably should have known is false, fraudulent, misleading, deceptive or would constitute a tort of defamation or invasion of privacy.

ix. Copyright, Trademark or Otherwise Unlawful. Advertising that contains any material that is an infringement of copyright, trademark or service mark, or is otherwise unlawful or illegal.

x. Illegal Activity. Any advertising that promotes any activity or product that is illegal under federal, state or local law.

xi. Profanity and Violence. Advertising that contains any profane language or employs the use of miscellaneous characters or symbols as a substitute for profane language, or portrays images or descriptions of graphic violence, including dead, mutilated or disfigured human beings or animals, the act of killing, mutilating or disfiguring human beings or animals, or intentional infliction of pain or violent action towards or upon a person or animal.

xii. Threatening Harm. Advertising that contains any threat, implied or direct, to harm a particular individual or group of individuals.

xiii. Harmful or Disruptive to Snow King Center. Advertising that contains material that is so objectionable as to be reasonably foreseeable that it may result in harm to, disruption of, or interference with, the operation, or business reputation of the Snow King Center. For purposes of determining whether an advertisement contains such material, the Town will determine whether a reasonably prudent person, knowledgeable of the Town and using prevailing community standards, would believe that the material is so objectionable that it is reasonably foreseeable that it may result in harm to, disruption of, or interference with, the operation, or business reputation of the Snow King Center.

xiv. Lights, Noise and Special Effects. Flashing lights, sound makers, mirrors or other special effects that interfere with, disturb, or interrupt the safe practice of recreation activities in the Snow King Center.

d. Prohibitions on Literature or Product Distribution and Leafletting. The Town's purpose in operating the Snow King Center is to meet the public's need for safe environment for public recreation. The Snow King Center is not intended to be a public forum for public discourse or expressive activity.

Literature or product distributions, leafleting and similar activities can disrupt activities, distract sport participants, distract those providing supervision, cause maintenance issues, and otherwise create safety issues for facility users. Accordingly, distribution of literature, leafleting, and other

informational or activities are prohibited within the Snow King Center.

e. Artwork. The Town reserves the right to reject any artwork or design on the basis of aesthetics or any effect the placement may have on the operations, maintenance or safety of the government's property.

f. Sponsor Attribution and Contact Information. Any advertising in which the identity of the sponsor is not readily and unambiguously identifiable must include the following phrase to identify the sponsor in clearly visible letters no smaller than 24-point type for interior advertising:

Paid for by _____

"Teaser ads" that do not identify the sponsor will, however, be allowed so long as a similar number of follow up advertisements are posted within eight weeks of the initial teaser ads that do identify the sponsor of those initial ads.

5. GOVERNMENT SPEECH. The provisions of this policy do not apply to the Town's government speech, which includes advertising sponsored solely by the Town, by government entities, or by the Town jointly with another government entity to communicate messages deemed appropriate by the Town Manager, or their designee.

6. PROCEDURES.

a. All contracts for advertising in the Snow King Center shall contain a provision stating that such advertising must comply with this Advertising Policy.

b. If the Town Manager or their designee finds, in their reasonable discretion, that any advertising is not in compliance with this Advertising Policy, the Town Manager, or their designee, may at any time discuss with the entity proposing the advertisement one or more revisions to an advertisement, which, if undertaken, would bring the advertisement into conformity with this Advertising Policy. If the revisions are not undertaken, the advertisement shall be removed within five business days.

c. The Town Manager, or their designee, may consult with appropriate Town of Jackson staff, including the Town Attorney, at any time during the review process.

STAFF REPORT

Meeting Date:	February 22, 2022	**Meeting Title:**	Town Council Regular Meeting
Submitting Department:	Administration	**Presenter:**	Roxanne Robinson
Agenda Item:	Review of Council Salaries	**Public Comment:**	Yes

Purpose & Policy Considerations.
The Jackson Municipal Code indicates that the compensation of the Mayor and members of Council shall be reviewed no later than February 28 of each general election year.

Requested Action.
The requested action is for the Mayor and Council to review the current compensation, review the draft ordinance updating Mayor and Council salaries, and provide direction to staff for any further research into salaries or direction to place the draft ordinance on the agenda for the March 7 Town Council meeting for first reading.

Recommendations.
While staff makes no recommendation on any changes to Council salaries, if Council would like to consider an amendment, staff recommends the Mayor and Council review the current compensation and direct staff place the proposed draft ordinance on the agenda for the March 7 Town Council meeting for first reading.

Background.
Current Mayor and Council salaries are $39,300 for the Mayor and $32,750 for Council. The Town Council last updated salaries in 2020 and based that increase on inflation related to all items in the U.S. city average, all urban consumers, not seasonally adjusted annual average figures, and then rounded that dollar figure. Using those same parameters since salaries were last updated, the Finance Director calculated it would result in a 5.99% increase which would be $41,654 for the Mayor and $34,712 for Council. Staff rounded those figures up and the result would be $41,700 and $34,800.

Below is a table showing the number of Council meetings over time. But it does not show the length of the meetings or the complexity of the issues being addressed.

Number of Council Meetings						
2021	**2020**	**2019**	**2015**	**2010**	**2008**	**2005**
81	91	76	80	84	92	75

W.S. §15-3-205 sets minimum salaries for first class cities but not maximums.

There are 2 seats on the Council up for election in 2022, those two new elected officials or re-elected officials will receive a higher wage for two years than the Mayor and 2 Councilmembers whose current term of office will not expire until December 31, 2024.

Analysis.

Possible Alternatives.
The Mayor and Council can choose to leave salaries at their current level or choose a different method of calculation of an increase or simply choose a different amount.

Comprehensive Plan & Priority Alignment.

The Town Council serves as a partner in setting the joint Comprehensive Plan, policy direction, providing course corrections, adopting action plans and work plans related to implementation of the Comprehensive Plan.

Fiscal Impact.
The fiscal impact would be the difference between the current salaries and the proposed salaries along with associated FICA costs, etc. The ultimate fiscal impact in salaries would be an additional annual increase of $4100 for 2023 and 2024. Should the salaries remain in effect and unchanged, the fiscal impact in 2025 would be an annual increase of $10,600 over current salaries.

Staff Impact.
Staff impact to date on this issue has been approximately 3 hours. Staff impact to update Council salaries is minimal and would take an additional 1 hour.

Attachments or Links.
None.

Suggested Motion. *Council always has the option to adopt, approve with conditions, continue, or deny items*.

I move to direct staff place the proposed draft ordinance updating the Council salaries on the agenda for the March 7 Town Council meeting for first reading.

ORDINANCE XX

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1252, 787, 717, 326, AND 226 AND SECTIONS 1-3 OF TOWN OF JACKSON ORDINANCE NO. 1 AND SECTION 2.08.010 OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON REGARDING COMPENSATION FOR MAYOR AND COUNCIL; AND PROVIDING FOR AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

SECTION I.

Section 1 of Town of Jackson Ordinance Nos. 1252, 787, 717, 326, and 226 and Sections 1-3 of Town of Jackson Ordinance No. 1 and Section 2.08.010 Compensation for Mayor and Council of the Municipal Code of the Town of Jackson is hereby amended and reenacted to read as follows:

2.08.010 Mayor and Council.

A. Commencing on July 1, 2022, with officers sworn into office on or after January 1, 2023, the compensation of the Mayor of the Town shall be forty-one thousand seven hundred dollars ($41,700) per year, payable in twelve equal monthly installments. The salary for each member of Council shall be thirty-four thousand eight hundred dollars ($34,800.00).

B. The compensation schedule set forth in subsection A of this section shall be effective on July 1, 2022 and apply to the Mayor and members of Council sworn into office on or after January 1, 2023. In all other instances, the ordinance codified in this section shall not be applied to increase the salary of any officer during the term for which they are elected.

C. Compensation of the Mayor and members of Council shall be reviewed no later than February 28 of each general election year.

(Ord. XX § 1, 2022); Ord. 1252 § 1, 2020; Ord. 787 § 1, 2004; Ord. 717 § 1, 2002; Ord. 326 § 1, 1984; Ord. 226 § 1, 1977; Ord. 1 §§ 1—3, 1926.)

SECTION II.

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

SECTION III.

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

SECTION IV.

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

PASSED 1ST READING THE _____ DAY OF _____ 2022.
PASSED 2ND READING THE _____ DAY OF _____ 2022.
PASSED AND APPROVED THE _____ DAY OF _____ 2022.

TOWN OF JACKSON

_____
Hailey Morton Levinson, Mayor

ATTEST:

_____
Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance XX was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____ 2022. I further certify that the foregoing Ordinance was duly recorded on page _____ of Book _____ of Ordinances of the Town of Jackson, Wyoming.

_____
Riley Taylor, Town Clerk

DRAFT

STAFF REPORT

Meeting Date:	February 7, 2022	**Meeting Title:**	Regular
Submitting Department:	Administration	**Presenter:**	Roxanne Robinson
Agenda Item:	Lease Agreement Between the Town of Jackson and the Chamber of Commerce for the Stage Stop Building	**Public Comment:**	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to consider entering a lease agreement with the Jackson Hole Chamber of Commerce for use of the Stage Stop building on the Town Square.

Requested Action.
Staff requests the Council approve the lease agreement as proposed.

Recommendations.
Staff recommends Council approve the updated lease agreement with the Chamber of Commerce as presented with a lease amount of $100 per year with a term ending December 31, 2024 and authorize the Mayor to execute the contract on behalf of the Town of Jackson subject to any minor corrections by staff.

Background.
For numerous years the Town has leased the Stage Stop building on the Town Square to the Chamber of Commerce. The previous lease expired and, should Council elect to lease this space again to this party, a new lease needs to be entered into. The Town previously charged $10.00/year for this lease and looking out 10 years for repair and maintenance costs associated with this building, the costs would be approximately $3,250 per year. However, because the uses at the Stage Stop support downtown activities, is in alignment with Principles 4.4 and 4.5 related to civic spaces and historic structures and sites, staff is recommending a lease amount of $100 per year.

Staff has met with the Chamber of Commerce regarding the updated figure and they are amenable to the update.

Analysis.
The Town Attorney reviewed the previous lease, revised it, and a draft of the lease is attached for Council review.

Possible Alternatives.
Council could elect not to lease the stage stop building to the Chamber of Commerce and consider putting it to other uses and contracting with a different party. Council could consider a different fee more closely aligned with the 10 year repair costs.

Comprehensive Plan & Priority Alignment.
The Stage Stop Lease and stagecoach concession support Principle 4.4 and 4.5 relating to enhancing civic spaces, social functions and amenities as well as preserving historic structures and sites.

Fiscal Impact.
The previous lease with the Chamber of Commerce was $10.00/year and the expenses have been minor up to this point, less than $1000/year. Staff notes that we are planning to paint the building in FY22 and will need to paint it every 5 years, and install a new roof after 10 years. As noted above, the average annual cost with these planned maintenance activities amount to $3,250 and does not include the value of the parking space reserved for the Stagecoach Concession. With a lease fee of $100/year, the Town will continue to subsidize the maintenance of the building.

Staff Impact.
The impact of this item was mainly in the Legal Department and included researching the current uses of the building by the Chamber of Commerce (versus those stated in the dated previous lease); creating an accurate lease exhibit for Council consideration; researching current fiscal impacts of the Chamber's use of the stage stop and actual cost of maintenance, upkeep, etc. of the stage stop; and drafting a new lease for Council consideration. This item also included time spent by Administration in review and finalization of the staff report. Total staff impact is estimated at 6 hours.

Attachments or Links.

- Draft Lease Agreement

Suggested Motion. *Council always has the option to adopt, approve with conditions, continue, or deny items*.
I move to approve the updated lease agreement with the Chamber of Commerce as presented with a lease amount of $100 per year with a term ending December 31, 2024 and authorize the Mayor to execute the contract on behalf of the Town of Jackson subject to any minor corrections by staff.

STAGE STOP BUILDING LEASE AGREEMENT

This Stage Stop Building Lease Agreement ("***Lease***") is made and entered into on this _____ day of _____, 2022 ("***Effective Date***"), between the Town of Jackson, a municipal corporation of the State of Wyoming ("***Lessor***"), and Jackson Hole Chamber of Commerce ("***Lessee***").

RECITALS

WHEREAS, Lessor is the owner of the Jackson Town Square, upon a portion of which a building is located that is commonly known as the Stage Stop Building. The Stage Stop Building, including an attached accessory structure, and all ground within a 5-foot area immediately around the buildings account for the leased premises ("***Leased Premises***"), all as more specifically defined and set forth on Exhibit A, incorporated herein and made a part hereof by this reference.

WHEREAS, Lessor and Lessee previously had an agreement for Lessee to lease the Leased Premises for the purpose of operating concessions for stagecoach and skating rink operations and for the storage of equipment Lessee utilizes for various events.

WHEREAS, Lessee desires to use the Leased Premises for the uses set forth herein and Lessor has determined it is a definable public benefit to provide Lessee with use of the Leased Premises.

WHEREAS, the parties wish to formalize in writing an agreement for the Lease and use of the Leased Premises.

NOW THEREFORE, for and in consideration of the aforesaid recitals, which are incorporated herein by this reference as if set forth in their entirety below, the parties agree as follows:

AGREEMENT

1. LEASE. Lessor, for and in consideration of the covenants and agreements to be kept and performed by the Lessee, leases the Leased Premises to the Lessee, and in consideration thereof, the Lessee does take, hire, and lease the Leased Premises from the Lessor pursuant to the terms of this Lease.

2. TERM; TERMINATION.

a. The term of this Lease shall commence on the Effective Date, and terminate on the 31st day of December 2024, unless sooner terminated or extended as provided herein.

b. Lessee shall have the option to extend this Lease for one (1) additional subsequent term of two (2) years provided that Lessee is not in default in any manner with respect to the terms and conditions of this Lease at the expiration of the time for giving notice of renewal and at the time of renewal. In order to exercise its option to extend this Lease for an additional term, Lessee shall give Lessor not less than one hundred eighty (180) days' notice in writing of Lessee's intent to exercise its option to extend the lease. In the

event that Lessee fails to give such notice, the option to extend shall terminate and the Lease shall terminate at the end of the original term of the Lease.

c. Notwithstanding the foregoing, Lessor and Lessee shall have the right at any time during the term of this Lease to terminate the Lease by giving written notice to the other party of such intent, not less than sixty (60) days prior to the date such termination shall occur.

3. RENT. Lessee shall pay to Lessor for the leased premises the sum of One Hundred Dollars ($100) annually for each lease year of the term of this Lease, and extension thereof. The first such installment being due within seven (7) days of execution of the Lease, and all subsequent installments being due and payable by January 31 of each lease year.

4. USE OF LEASED PREMISES.

a. Authorized Use. The parties agree that the Leased Premises shall only be used for:
   i. Storing equipment and the sale of tickets for stagecoach rides;
   ii. A loading and unloading area for the stagecoach concession;
   iii. Storing equipment used in the "Town Square Shootout" event;
   iv. Storing ice skates for rent and the equipment used for the Winter Wonderland Ice Skating Rink on Town Square;
   v. Storing equipment for the Santa on Town Square and holiday lighting events carried out on the Town Square; and
   vi. As needed for the storage of miscellaneous equipment for use in other events sponsored by Lessee.

   No other use of the Leased Premises shall be made without the prior written consent of the Lessor.

b. Prohibited Use. Lessee shall not use in any manner the fireplace located within the Leased Premises.

c. Lessor reserves the right to use the Leased Premises for any lawful purpose not in conflict with the described uses of the Lessee, including for the housing of Lessor's public address equipment.

5. LIENS OR ENCUMBRANCES. Lessee shall not allow the Leased Premises to become subject to any lien, charge, or encumbrance whatsoever, without the prior written approval of Lessor, and hereby indemnifies Lessor against all such liens, charges, and encumbrances. It is expressly agreed that Lessee shall have no authority, express or implied, to create any lien, charge, or encumbrance upon the Leased Premises, or any improvements thereto that may be approved by Lessor.

6. ASSIGNMENTS/RIGHTS OF USE IN OTHERS. Lessee shall not assign this Lease or the rights herein, in whole or in part to any person, individual, or corporation, except with Lessor's prior written approval, and only if the assignee, in the instrument of assignment, expressly agrees to the Lessee's covenants and obligations hereunder. Notwithstanding the foregoing, no assignment shall in any way discharge or diminish any of the Lessee's

obligations to the Lessor hereunder and the Lessee shall remain directly and primarily liable under this Lease as to the Leased Premises.

7. INDEMNIFICATION. During the Lease term, and any extension term, Lessor shall not in any event whatsoever be liable for any injury or damage to any person happening on or about the Leased Premises, for any injury or damage to the Leased Premises, or to any property of Lessee, or to any property of any other person, entity, or association on or about the Leased Premises. Lessee shall defend, hold harmless and indemnify the Lessor, and its respective officers, agents, and employees (each an "Indemnified Party" and together, the "Indemnified Parties"), of and from all claims, loss, damage, injury, actions, causes of action and liability of every kind, nature and description directly or indirectly arising from and during its tenancy, its use of the Leased Premises, and any of its operations activities thereon or connected thereto. This paragraph shall survive termination and expiration of this Lease.

8. INSURANCE.

a. Required insurance coverage:
    i. Property Insurance. During the Lease term, and any extension term, the Lessee shall keep the Leased Premises insured against loss or damage by a property insurance policy providing coverage of the perils of direct damage as insured under the Insurance Services Office (ISO) "Causes of Loss-Special Form" or equivalent with limits in sufficient amounts such that the proceeds of such insurance shall not be less than the replacement value of the Leased Premises.
    ii. Commercial General Liability (CGL) Insurance. During the Lease term, and any extension term, the Lessee shall keep in full force and effect a policy or policies of Commercial General Liability insurance against liability for bodily injury to or death of any person or property damage arising out of an occurrence on or about the Leased Premises. The limits of such insurance shall be not less than One Million Dollars ($1,000,000) combined single limit for bodily injury and property damage.
b. Insurance Policies and Premiums.
    i. All policies required by this Lease shall name the Lessor as an additional insured.
    ii. Any policy of insurance shall provide that any change or cancellation of said policy shall be made in writing and sent to the Lessee and the Lessor at their respective principal offices at least thirty (30) days before the effective date of change or cancellation.
c. Proceeds of Insurance.
    i. All insurance proceeds received under the policies set forth in this paragraph shall be paid to the Lessor. Lessor, at its sole discretion, may demand and Lessee shall provide, documentation

related to the insurance proceeds received; the repair or rebuilding of the Leased Premises; and the economic infeasibility of the repair or rebuilding of the thereof.

9. MAINTENANCE AND REPAIRS. Lessee shall maintain the Leased Premises in good condition with ordinary wear and tear excepted. Lessee shall be responsible for routine cleaning of the Leased Premises at their own expense, which shall include dusting, sweeping of the floors, washing the windows, and taking out the trash. Lessor shall be responsible for all routine maintenance and repairs that may be necessary on the Leased Premises. Lessee shall notify Lessor of any needed maintenance or repairs, even in the event of emergencies, by contacting the Town of Jackson Facilities Manager at (307) 733-3932 x1425; kmeagher@townofjackson.com; (307) 690-7432.

10. NEW BUILDINGS AND IMPROVEMENTS. Lessee shall not erect or permit to be created on the Leased Premises any buildings or structures. No alterations, additions, or improvements of any character shall be made on or to the Leased Premises by Lessee without first obtaining prior written consent and approval from Lessor. Any approved alterations, additions, or improvements shall be at the sole expense of Lessee, and which, upon termination or expiration of this Lease, shall become the property of Lessor.

11. RIGHT OF ACCESS AND USE. Lessee shall permit Lessor, its employees, and agents, at all reasonable times to enter upon the Leased Premises to view the condition of thereof and to make any necessary repairs. Lessor shall also have the right of access and use as otherwise allowed under this Lease.

12. UNLAWFUL USE. The Lessee shall not make or suffer any use or occupancy of the Leased Premises contrary to any law or ordinance now or hereafter in force.

13. SURRENDER. At the termination of this Lease, Lessee shall vacate and surrender the Leased Premises in such repair and condition as shall be in accordance with the covenants herein contained.

14. RE-ENTRY. It is agreed that no default or breach of covenant shall be deemed to have occurred on the part of Lessee until fifteen (15) days after written notice of such default or breach shall have been given to Lessee, and Lessee within such time has failed to remedy such default or breach; but at the expiration of such fifteen-day period 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 Lessee shall have, within such fifteen-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 Lessee to Lessor shall be paid within said fifteen (15) days.

15. 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 rent 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 be in writing by Lessor.

16. ACCORD AND SATISFACTION. No payment by the 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.

17. 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 modification, alteration, amendment, change, or addition to this Lease shall be binding upon Lessor or Lessee unless reduced to writing and signed by them.

18. 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.

19. 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 three (3) days after mailing and shall be addressed:

To Lessor at:

Town of Jackson
C/O: Town Clerk
P.O. Box 1687
Jackson, Wyoming 83001

To Lessee at:

Jackson Hole Chamber of Commerce
C/O: Director of Events
P.O. Box 550
Jackson, Wyoming 83001

The parties hereto may update the above addresses by written notice to the other.

20. SEVERABILITY. 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.

21. TIME OF THE ESSENCE. Time is of the essence in this Lease.

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

23. CONSTRUCTION. Whenever used, the singular shall include the plural, the plural the singular and the use of any gender shall include all genders. This Lease was negotiated by both parties and thus it shall not be construed against or in favor of any party by virtue of which party drafted it or any portion thereof.

24. GOVERNMENTAL IMMUNITY. Lessor does not waive its governmental immunity by entering this Lease, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Lease.

25. GOVERNING LAW. This Lease shall be construed, performed, and enforced in accordance with, and governed by, the laws of the State of Wyoming, without giving effect to the principles of conflict laws thereof. The parties hereto irrevocably elect as the sole judicial forum of the adjudication of any matters arising under or in connection with this Lease, and consent to the jurisdiction of the courts of the County of Teton, State of Wyoming, of the United States District Court for the District of Wyoming. Nothing in this Lease shall be construed to in any way impair the general powers of the Lessor for supervision, regulation, and control of its property under such applicable laws, regulations, and management policies.

26. COUNTERPARTS; ELECTRONIC SIGNATURES. This Lease may be executed simultaneously in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method, and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes. At the request of either party, each party agrees to execute an original of this Lease as well as any facsimile or other reproduction hereof.

[*remainder of page intentionally blank*]

LESSOR:

TOWN OF JACKSON

BY:_____

Hailey Morton Levinson, Mayor

ATTEST:

_____

Riley Taylor, Town Clerk

LESSEE:

JACKSON HOLE AREA CHAMBER OF COMMERCE

BY:_____

Its:_____

EXHIBIT A

LEASED PREMISES

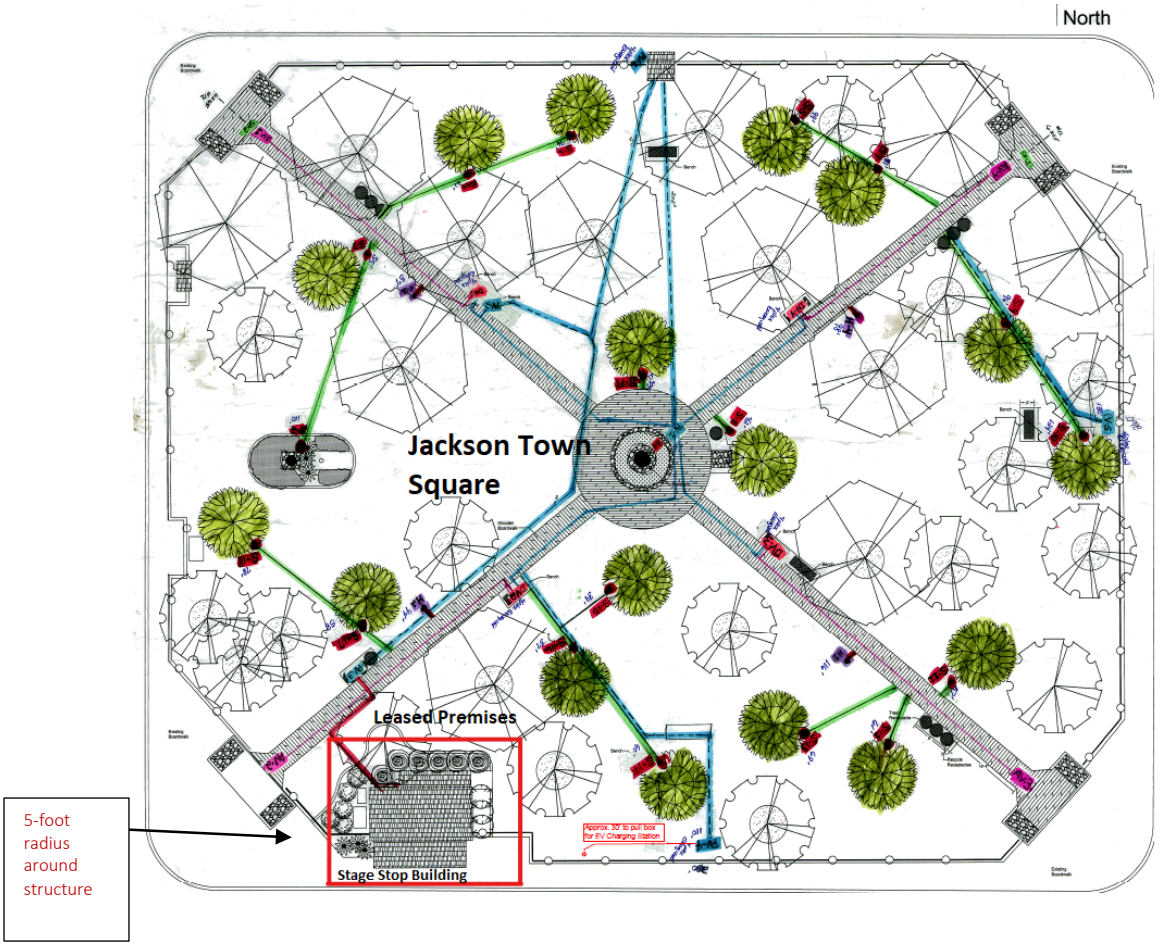
Legal Description:

Street Address: 25 East Broadway Avenue

Legal Description: Lots 1 through 8 Block 1, Clubhouse Addition (Town Square Park)

PIDN: 22-41-16-27-3-23-001

Map:



STAFF REPORT

Meeting Date:	February 22, 2022	**Meeting Title:**	Regular Meeting
Submitting Department:	Town Clerk	**Presenter:**	Lynsey Lenamond
Agenda Item:	Annual Liquor License Renewals	**Public Comment:**	Yes

Purpose & Policy Considerations.
The Town Council is the local licensing authority for the issuance, renewal, and transfer of all liquor licenses within the Town of Jackson and, when it does so, is required to consider the statutory factors found in Wyo. Stat. §12-4-104(b) as well as the standards found in Jackson Municipal Code §6.60.010.

It is a statutory requirement for the Mayor to OPEN A PUBLIC HEARING on the issuance of liquor licenses. In accordance with our notice, and per Wyoming Statute, protests will be heard against the issuance during this hearing. Additionally, staff presentation, public comment, and Council discussion will take place during this hearing. The procedure is as follows:

1. Mayor Levinson opens the public hearing.
2. Mayor Levinson asks for the staff presentation on the application.
3. Mayor Levinson calls for any and all public comment.
4. Council discusses the application.
5. Mayor Levinson calls for a motion on the application and the vote on the motion
6. Mayor Levinson closes the public hearing.

Requested Action.
For Council to consider findings for the annual renewal of Town-issued liquor licenses.

Recommendations.
Staff recommends approval of the attached applications.

Background.
The Wyoming Liquor Division designates the dates of a liquor license year throughout the state as beginning on April 1 and ending March 31. A public hearing is required to be held at least 30 days before the expiration of licenses. The renewal application process begins when the State provides the Town Clerk with the renewal packet and ends following the Town Council's approval, when the renewed certificates are mailed. This is a five-month process taking place from October to February.

The Town received 79 liquor license renewal applications. There were 73 renewals in 2021 and 81 in 2020.
The attachments to this staff report include a Renewal Chart listing each liquor license under consideration for renewal, a Conditions Chart listing conditions and restrictions previously placed on licenses that will carry forward, and a Compliance Chart providing service call and compliance check information for 2021. Each renewal application has been reviewed by the Town Clerk's office and the Wyoming Liquor Division has certified the applications as complete in accordance with Wyo. Stat. §12-4-104(d). Renewals must be acted on before they expire on March 31st per Wyoming Statute.

Analysis.
Grounds for Nonrenewal. As listed below, Wyoming Statutes and Jackson Municipal Code provide the Town Council with grounds for denying renewal of a liquor license:

I. Wyo. Stat. §12-4-104(b) provides findings for nonrenewal.

(b) … A license or permit shall not be issued, renewed, or transferred if the licensing authority finds from evidence presented at the hearing:

(i) The welfare of the people residing in the vicinity of the proposed license or permit premises shall be adversely and seriously affected;

(ii) The purpose of this title shall not be carried out by the issuance, renewal or transfer of the license or permit;

(iii) The number, type and location of existing licenses or permits meet the needs of the vicinity under consideration;

(iv) The desires of the residents of the county, city or town will not be met or satisfied by the issuance, renewal or transfer of the license or permit; or

(v) Any other reasonable restrictions or standards which may be imposed by the licensing authority shall not be carried out by the issuance, renewal, or transfer of the license or permit.

II. Jackson Municipal Code 6.60.010 provides grounds for nonrenewal:

A. A license or permit shall not be renewed or transferred if such renewal or transfer violates Wyo. Stat. Ann. title 12 or the Jackson Municipal Code.

B. The following, whether one (1) or more, may constitute a basis for nonrenewal of a license or permit:

1. Failure of the Licensee to comply with any provision of state liquor law or this Title;

2. Failure of the Licensee to comply with building occupancy limits after being advised of excess occupancy by a law enforcement or any code compliance officer;

3. A pattern of failing to report incidents of illegal acts upon the Licensee's premises which results in injury to persons or property and which the Licensee knew, or should have known about. A "pattern" for purposes of this section is defined as three (3) or more incidents in any twelve (12) month period;

4. Failure of the Licensee to comply with Section 6.40.055 Alcohol Server Staff Training Required;

5. Failure of initial, consecutive, and/or cumulative compliance checks conducted pursuant to Wyo. Stat. Ann. title 12-6-103.

6. Failure to comply with the Plan of Operations set forth in the license application, or as amended.

Possible Alternatives.

1. **Approve all** applications listed in the Renewal Chart.
3. **Remove application(s)** from the Renewal Chart **for a separate motion** or action **and approve the remaining** applications listed in the Renewal Chart.
4. **Continue one or several** applications to the March 7, 2022 Council meeting **and approve the remaining** applications listed in the Renewal Chart.
5. **Continue all renewals** to the March 7, 2022 Council meeting, keeping in mind that renewals must be acted on before expiration on March 31.

Comprehensive Plan & Priority Alignment.
These applications were processed according to Title 12 of the Wyoming Statutes, Title 6 of Jackson Municipal Code, and as related to the Comprehensive Plan Policy 8.1.a. the delivery of quality levels of service to the community. The decisions related to renewal or non-renewal have a direct correlation to the health, safety, and welfare of the community as discussed in Section 8. The findings the Council needs to make to renew licenses include impacts to neighborhoods and meeting the needs of those in the vicinity of each license. In Section 4 of the Comprehensive Plan relating to Town as the Heart of the Region and Complete Neighborhoods it discusses mixed uses, economic centers, and retail areas and the Council's decisions on new licenses, transfers and renewals have an impact in these areas.

The Council's continued ability to locally regulate liquor licensing is vital to successful implementation of the Comprehensive Plan and any efforts at the state legislature level to limit the local licensing authority should be monitored and addressed.

Fiscal Impact.
Renewal of these liquor licenses will generate approximately $120,075 in renewal fees paid to the Town of Jackson.

Staff Impact.
Renewal applications generate a significant impact on staff. It takes approximately five (5) months to prepare applications for distribution, reviewing each application including cross-checking the previous year's application, following-up on missing information, providing applications to the Wyoming Liquor Division and following-up on their review, preparing and providing the newspaper with required legal publishing and posting online, and processing police call and compliance information. Once renewals are approved by Council, approval cards for each license are provided to the State, license certificates are printed and mailed to licensees, and applications are placed in respective liquor files. Staff hours are estimated at 75 hours in Administration, 10 in Legal, and 5 hours in Police Department.

Attachments or Links.
Renewal Chart
Non-Renewal Chart
Compliance Chart
Renewal Applications

Suggested Motions. *Council always has the option to adopt, approve with conditions, continue, or deny items*.

If Council renews all liquor licenses at once:
Having considered the statutory factors in Wyo. Stat. §12-4-104(b) and Jackson Municipal Code §6.60.010 for each license listed in the Renewal Chart, I move to approve the liquor license renewal applications for the 2022–2023 liquor license year as presented and with the following conditions:

1. Renewed liquor licenses are subject to the same conditions and restrictions of the initial license approval, as amended.
2. Any additional minor corrections made by staff and the Wyoming Liquor Division.

If Council considers on one or more applications individually, Council would first remove the application(s) it wants to consider separately from the Renewal Chart, then make an appropriate motion for its desired action on the individual application(s) (approve, approve with modified conditions, or deny).

Having considered the statutory factors in Wyo. Stat. §12-4-104(b) and Jackson Municipal Code §6.60.010 for each license listed in the Renewal Chart, I move to approve the liquor license renewal applications for the 2022–2023 liquor license year as presented, *with the exception of*_____, and with the following conditions:

1. All renewed liquor licenses are subject to the same conditions and restrictions of the initial license approval, as amended.
2. Any minor corrections made by staff and the Wyoming Liquor Division.

To approve the individual application(s) with the existing conditions:
Having considered the statutory factors in Wyo. Stat. §12-4-104(b) and Jackson Municipal Code §6.60.010 for this application, I move to approve the _____ liquor license renewal application with the following conditions:

1. Any minor corrections made by staff and the Wyoming Liquor Division.
2. The liquor license will be subject to the same conditions and restrictions of the initial license approval, as amended.

To approve the individual application(s) with the modified conditions:
Having considered the statutory factors in Wyo. Stat. §12-4-104(b) and Jackson Municipal Code §6.60.010 for this application, I move to approve the _____ liquor license renewal application with the following conditions:

1. Any minor corrections made by staff and the Wyoming Liquor Division.
2. The liquor license will be subject to the following modified condition(s) and restriction(s): _____.

To deny the individual application(s):
Having considered the statutory factors in Wyo. Stat. §12-4-104(b) and Jackson Municipal Code §6.60.010 for this application, I move to deny the liquor license renewal application for _____.

If Council continues all the applications to the March 7, 2022 Council Meeting:
I move to continue all liquor license applications for the 2022-2023 liquor license year listed in the Renewal Chart to the March 7, 2022 regular council meeting.

If Council continues one or more of the applications to the March 7, 2022 Council Meeting:
I move to continue the _____liquor license renewal application(s) to the March 7, 2022 regular council meeting.

Current TOJ Liquor Licenses
As of January 14, 2022

Jackson Population: 10,760 (2020)	Retail	Bar/ Grill	Microbrewery	Winery	Resort	Restaurant	Limited Retail (Club)	Satellite Winery
# Licenses Authorized	20	6	20	20	NA	NA	NA	NA
# Issued by TOJ	20	5	5	0	6	40	3	0
Notes								

2022 Renewal Applicants

The licenses listed below will be included in the motion made for annual renewal unless removed from the for discussion by the Town Council.

Applicant	DBA	Address
RETAIL		
Cru LLC	Bin22	200 W. Broadway
Bud's Eastside LLC	Bud's Eastside Liquor	582 E. Broadway
Bochicchio Inc.	Creekside Market & Deli	545 N. Cache St. #8
Cutty's Bar & Grill LLC	Cuttys	1140 W HWY 22
Anvil Hotel Partners LLC	Glorietta	242 N. Glenwood St.
Hotel JH LLC	Hotel Jackson	120 N. Glenwood
Jackson Liquors LLC	KJs Phillips 66	1055 W. Broadway
Liquor Store of Jackson Hole Inc	The Liquor Store	115 Buffalo Way
Cowboy Liquor LLC	The Million Dollar Cowboy Bar	25 N. Cache St.
Movieworks LLC	Movieworks	
Plaza Liquor LLC	Plaza Liquor	832 W. Broadway
Pink Garter LLC	The Rose	50 W. Broadway Unit 201
NEB LLC	Sidewinders	945 W. Broadway
The Silver Dollar Inc.	Silver Dollar Bar	50 N. Glenwood
Smiths Food & Drug Centers Inc.	Smith's Food & Drug #184	1425 S. Hwy 89
Snake River Corporation	Snake River Grill	84 E. Broadway
VFJH LLC	Spirits & Spice	80 W. Broadway Unit 101
Sweet Cheeks Meats LLC	Sweet Cheeks Meats	185 Scott Ln. Suite A
Virginian Liquor LLC	Virginian Tavern	750 W. Broadway
Whole Foods Market Rocky Mountain/Southwest LP	Whole Foods Market	1155 S. Hwy 89
BAR and GRILL		
Hand Fire Pizza JH LLC	Hand Fire Pizza	120 N. Cache St.
Hole Bowl LLC	Hole Bowl	980 W. Broadway
The Local Restaurant LLC	Local Restaurant & Bar	55 N. Cache
Illamar LLC	Pinky G's Pizzeria	50 W. Broadway
Merry Piglets Mexican Cantina & BBQ LLC	The Merry Piglets	160 N. Cache St.

MICROBREWERY

JH BREWERY LLC	JH Brewery	75 E. Pearl Ave.
GET LOOSE LLC	Roadhouse Brewing Co Pub & Eatery	20 E. Broadway
TETON BREWING COMPANY LLC	Stillwest Brewery & Grill	45 E. Snow King Ave.
SRB OPERATIONS LLC	JACKSON HOLE PUB & BREWERY SNAKE RIVER BREWING	265 S. Millward

RESORT

CCC's CENTER STREET LLC	The Cloudveil	112 Center St.
SNOW KING MOUNTAIN RESORT LLC	King's Grill	402 E. Snow King Ave.
ACP LJH 80 SCOTT HOLDINGS LLC	The Lodge at JH	80 Scott Lane
JOHNSON RESORT PROPERTIES	The Rustic Inn	425 N. Cache
BENCHMARK HOSPITALITY OF WYOMING LLC	Snow King Resort	400 E. Snow King
Virginian Liquor LLC	Virginian Lodge & RV Park	750 W. Broadway

RESTAURANT

Annie's Kitchen LLC	Annie's Thai Kitchen	265 W. Broadway
Kim's Corner LLC	Bapp	340 W. Broadway
Big Hole BBQ Jackson LLC	Big Hole BBQ	325 W. Pearl Ave.
BL Restaurant LLC	The Blue Lion	160 N. Millard
Flat Creek BBQ LLC	Bubba's	100 Flat Creek
Made in Jackson Hole Inc	The Bunnery	130 N. Cache St.
135 E. Broadway LLC	Café Genevieve	135 E. Broadway
China Fun WY LLC	China Fun Restaurant	826 W. Broadway
Chinatown Lee Inc	ChinaTown Restaurant	850 W. Broadway Suite A
COE LLC	Coelette	85 S. King St.
The Salsa Group Inc	El Abuelito Family Restaurant	385 W. Broadway
Everest Momo Shack LLC	Everest Momo Shack	245 W. Pearl Ave.
Fiesta Jackson LLC	Fiesta Mexican Restaurant	975 Alpine Ln. #3
YOR Restaurant Group Corp.	Gather	72 S. Glenwood
The Gun Barrel Steakhouse LLC	The Gun Barrel	862 W. Broadway
Caliente Taqueria LLC	Hatch Taqueria & Tequilas	120 W. Broadway
Jackson Drug LLC	Jackson Drug	15 E. Deloney Ave.
Kampai Holdings LLC	Kampai	175 Center St.
King Sushi Company LLC	King Street Sushi	75 King St.
The Kitchen LLC	The Kitchen	155 N. Glenwood
LBJH LLC	Liberty Burger	160 N. Cache
J & J Food Company LLC	Miazga's	399 W. Broadway
Il Ferraio LLC	Orsetto	161 Center St.
ShopCoo LLC	Pearl St. Market	40 W. Pearl Ave.
Persephone Bakery LLC	Persephone Bakery	145 E. Broadway
Selkirk Inc.	Pica's	1160 Alpine Ln.
JH Pizzeria LLC	Pizzeria Caldera	20 W. Broadway
Get Loose LLC	ROADHOUSE BREWING CO PUB & EATERY	20 E. Broadway
Teton Brewing Company LLC	Stillwest Brewery & Grill	45 E. Snow King Ave.
Scarfish LLC	Suda	140 N. Cache Suite B
Nicolas Sosa	Tacos Y Tortillas El Metate	850 W. Broadway Suite H
The Indian Room LLC	Teton Tiger	165 N. Center St.
Jeremy Tofte	Thai Me Up	75 E. Pearl Ave.
Thai Plate Cuisine Inc.	Thai Plate	145 N. Glenwood
Alpine Hotel Partners LLC	The Alpine House	285 Glenwood

Tijuana Mexican Restaurant LLC	TIJUANA AUTHENTIC MEXICAN RESTAURANT	529 Hwy 89 #4 & 5
WLB LLC	Trio	45 S. Glenwood
White Buffalo Club LLC	The White Buffalo Club	160 W. Gill Ave.
Wyoming Inn Holdings LLC	Wyoming Inn of Jackson Hole	930 W. Broadway

LIMITED RETAIL (CLUB)

BPO ELKS 1713	BPO ELKS 1713	270 W BROADWAY
AMERICAN LEGION POST #43	JACKSON HOLE POST #43	190 N CACHE ST
COMMUNITY CENTER FOR THE ARTS INC	CENTER FOR THE ARTS	265 S CACHE

WINERY

NA		

SATELLITE WINERY

NA		

NON RENEWALS	DBA	TYPE
Albas Fine Foods LLC	Utilete	Restaurant
DJ Flame LLC	Million Dollar Cowboy Steakhouse	Restaurant
Jackson Hole Roasters Inc.	Jackson Hole Roasters	Restaurant
San Juan Restaurant Mexican Foods LLC	San Juan Restaurant	Restaurant

37 Compliance Check Visits in 2021		
Date	27 Passed	10 Failed
2/10/21	Bubbas BBQ, The Bunnery, El Abuelito, Hole Bowl, Local, Miazgas, Roadhouse Brewing Pub & Eatery, Tijuana	Creekside Market, Picas, Pinky Gs, White Buffalo
5/28/21	Chinatown, Cuttys, The Lodge at JH, Silver Dollar Bar	Pizzeria Caldera
8/3-8/9/21	Bapp, Bin 22, Buds Eastside, Gather, Gun Barrel, Hatch, JH Roasters, The Liquor Store, Pearl St. Market, Plaza Liquors, Smiths Liquor Store, Whole Foods	Big Hole BBQ, Hotel Jackson, KJs Phillips 66, Million Dollar Cowboy Bar
10/17/21	Hole Bowl, The Kitchen, Thai Me Up	San Juan

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: 256

License Fees

Annual Fee: $ 1514.00

Prorated Fee: $ _____

Transfer Fee: $ _____

Publishing Fee: $ 100.00

Date filed with clerk: 1 / 3 / 2022

Advertising Dates: (2 Weeks) 2/2/22 & 2/9/22

Hearing Date: 2 / 22 / 22

Publishing Fee Direct Billed to Applicant: ☐

License Term: 4 / 1 / 22 (Month / Day / Year) Through 3 / 31 / 23 (Month / Day / Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: 135 E Broadway LLC

Trade/Business Name (dba): Cafe Genevieve

Building to be licensed/Building Address: 135 E. Broadway (Number & Street)

Jackson (City) WY (State) 83001 (Zip) Teton (County)

Local Mailing Address: Po Box 3992 (Number & Street or P.O. Box)

Jackson (City) WY (State) 83001 (Zip)

Local Business Telephone Number: (307) 732-1910 Fax Number: (307) 732-0085

Business E-Mail Address: fred@genevievejh.com

FILING IN (CHOOSE ONLY ONE)

☒ CITY OF: JACKSON

☒ COUNTY OF: TETON

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL ☐ CORPORATION
☐ PARTNERSHIP ☐ LTD PARTNERSHIP
☐ LP/LLP ☐ ORGANIZATION
☒ LLC ☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY (BAR)
☐ OFF-PREMISE ONLY (PACKAGE STORE)
☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☒ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY

☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☒ FULL TIME (e.g. Jan through Dec)	(specify months of operation)	from JAN to DEC
☐ SEASONAL/PART-TIME	DAYS OF WEEK (e.g. Mon through Sat)	from MON to SUN
☐ NON-OPERATIONAL/PARKED	HOURS OF OPERATION (e.g. 10a - 2a)	from 8 AM to 3 PM

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)

(a) **OWN** the licensed building? ☐ YES (own)

(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☒ YES (lease)

(c) **LEASE** is current and on file with the licensing authority & Liquor Division.

If the lease is not current, please submit a copy pf the lease and indicate:

(i) When the lease expires, located on page 1 paragraph 2. A. of lease.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page 2 paragraph 4. A. of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)

(Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $ 329339 (14 %)
(Line 2) Food Sales: $ 2053863 (86 %)
(Line 3) Gross Sales: $ 2383202 (100 %)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☐ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesale malt beverage license with the Liquor Division)

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer**, **and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
FREDERICK M. PEIGHTAL	[redacted]	[redacted]	[redacted]	11	25	YES ☐ NO ☒	YES ☐ NO ☒
JOSHUA J. GOVERNALE	[redacted]	[redacted]	[redacted]	11	25	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) SS.
COUNTY OF Teton *)*

Signed and sworn to before me on this 7th day of December, 2021 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)		FRED PEIGHTAL	OWNER
2)			
3)			
4)			

MARY A HURST
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 166083
MY COMMISSION EXPIRES: 10/06/2027

Witness my hand and official seal: Mary A Hurst
Signature of Notary Public

(SEAL) My commission expires: 10-06-2027

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: FREDERICK (First Name) MARTIN (Full Middle Name) PEIGHTAL (Last Name)

Date of Birth: [redacted] Driver License: WY / [redacted]
State / Number

Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 7th day of December, 20 21.

MARY A HURST
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 166083
MY COMMISSION EXPIRES: 10/06/2027

Mary A Hurst
Notary Public or officer authorized to administer oaths

Issued by:

WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES
2219 CAREY AVE
CHEYENNE, WY 82002

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 4115

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Issued to:

CAFE GENEVIEVE
135 E BROADWAY
JACKSON, WY 83001

135 E BROADWAY, LLC
135 E BROADWAY, LLC
PO BOX 3992
JACKSON, WY 83001

EXPIRATION DATE: 4/4/2022

Director of Dept. of Ag

THIS LICENSE MUST BE CURRENT AND POSTED CONSPICUOUSLY AT THE PHYSICAL LOCATION

LEASE AGREEMENT

This Lease Agreement ("**Lease**") is entered into on the 4th day of September, 2020 (the "**Commencement Date**"), by and between The OLC LLC, a Wyoming limited liability company ("**Landlord**"), and 135 E. Broadway, LLC, a Wyoming limited liability company ("**Tenant**") (herein individually, a "**Party**," and collectively, "**Parties**").

1. PREMISES. Landlord hereby leases to Tenant and Tenant leases from Landlord upon the terms and conditions as hereinafter set forth, that certain commercial building, together with related access and parking (the "**Premises**") located at 135 E. Broadway Avenue, Jackson, Wyoming 83001 (the "**Property**"), subject to existing covenants, conditions, restrictions, easements and encumbrances effecting the same.

2. TERM OF LEASE.

A. Initial Term. The initial term of this Lease ("**Initial Term**") shall commence on the date first written above ("**Commencement Date**") and end on the fifth (5th) anniversary of the Commencement Date, unless otherwise extended or earlier terminated pursuant to the terms of this Lease. "**Lease Term**" means the Initial Term of this Lease and any validly exercised Extension Periods.

B. Option to Extend. Provided that Tenant is not in default hereunder past any applicable grace, notice or cure period at the time of exercising the option to extend or upon commencement of the applicable Extension Period, Tenant shall have the right and option to extend the Lease Term for two (2) successive additional periods of five (5) years each (each an "**Extension Period**"), by giving written notice to Landlord of the exercise of such option not earlier than twelve (12) months and not later than three (3) months before the expiration of the then current Lease Term. If any such option is duly exercised, the Lease Term shall be automatically extended for such Extension Period without the execution of any other or further document, and all terms, covenants, and conditions of this Lease shall continue in full force and effect during such Extension Period(s) except that the Base Rent for such Extension Period(s) shall be as established by Landlord and the Parties shall execute proper documentation confirming the Base Rent for such Extension Period(s).

3. RENT.

A. Base Rent. Tenant agrees to pay Landlord as rental for the Premises the base monthly rent of [redacted] ("**Base Rent**"). Base Rent shall include the rental of all equipment, fixtures and personal property of Landlord located in, on or about the Premises (the "**Personal Property**").

B. Payment of Base Rent. Base Rent shall be payable without notice, in advance, on the 4th day of each month during the Lease Term, at the Landlord's address set herein below, or at such other place as Landlord may designate in writing from time to time without any setoff or deduction whatsoever, subject to adjustment as set forth herein. If the Term begins on a day other than the first day of a calendar month, or ends on a day other than the last day of a calendar month, Base Rent for such beginning or ending month shall be prorated based upon the number of days in such month. All sums other than Base Rent due hereunder shall be "**Additional Rent**". The Base Rent and Additional Rent may sometimes be referred to herein collectively as the "**Rent**".

C. Adjustment to base rent. The base rent shall increase annually the first month of each lease year as follows:

Second lease year: the base rent increases to [redacted];

Third lease year: [redacted]

Fourth lease year: [redacted];

Fifth lease year: [redacted];

4. USE OF PREMISES.

A. Use. Tenant shall use the Premises only for the purpose of operating a restaurant which use may include the sale of alcoholic and malt beverages on the Premises, so long as the sale of alcoholic and malt beverages is in accordance with all laws, ordinances, rules and regulations of the Town of Jackson and State of Wyoming, and all other governmental or quasi-governmental entities with jurisdiction over such matters ("**Permitted Use**"). The Premises shall be used for no other purpose without the prior written consent of Landlord. Use other than as permitted hereunder or failure to operate the Premises for the Permitted Use shall be a default of this Lease.

B. Limitation on Use. Tenant shall not use or occupy the Premises, or permit the use or occupancy of the Premises, in any manner or for any purpose which: (a) would violate any law or regulation of any governmental authority, or the provisions of any applicable governmental permit; (b) would violate the terms of or constitute a default under any covenants or restrictions now or hereafter adopted or recorded with respect to the Premises; or (c) would constitute waste or otherwise materially and adversely affect the value of the Premises.

C. Compliance with Permits. Tenant covenants throughout the Term of this Lease, at Tenant's sole cost and expense, to promptly comply with all the laws and ordinances and the orders, rules, regulations and requirements of all federal, state and municipal and appropriate departments, commissions, boards and officers thereof applicable to its Permitted Use. Failure by Tenant to pay any tax, fee or to otherwise fully comply with all the laws and ordinances and the orders, rules, regulations and requirements of all federal, state, and municipal and appropriate departments, commissions, boards and officers thereof, after applicable notice and cure period specified herein, shall be a default hereunder. In the event a special use permit or any other sort or form of licensing approval is required by any governmental entity for Tenant's Permitted Use of the Premises as described herein, then Tenant shall have full responsibility for applying for and paying all fees and charges involved with any such permit or approval, and failure to obtain any such license or approval shall be a default hereunder.

D. Environmental Covenants. Tenant does not intend to, and Tenant will not, nor will Tenant allow any other person during the term of this Lease to, manufacture, process, store, distribute, use, discharge or dispose of any Hazardous Materials in, under or on the Premises, Property, or any property adjacent thereto, except in compliance with all Environmental Laws. Tenant shall notify Landlord promptly in the event of any spill or release of Hazardous Materials into, on, or onto the Premises, Property, or the surrounding areas, regardless of the source of spill or release, whenever Tenant knows or suspects that such a release has occurred. Tenant shall, upon twentyfour (24) hour prior notice by Landlord, permit Landlord or Landlord's agent access to the Premises to conduct an environmental site assessment with respect to the Premises. In the event the results of the environmental site assessment disclose the violation of an Environmental Law, then the cost of such environmental site assessment shall be borne by Tenant in addition to the costs for which Tenant is responsible under this Lease. "Hazardous Materials" means wastes, substances, mixtures, pollutants, contaminants, or other materials which are defined or classified by any Environmental Law as hazardous, toxic, or radioactive, including, whether or not so defined, petroleum and natural gas products, polychlorinated biphenyls, radioactive materials, urea formaldehyde foam insulation and asbestos containing materials. "Environmental Laws" means all present and future federal, state, or local statutes, ordinances, regulations, rules, guidelines, decisions or orders governing the

generation, storage, release, discharge, transportation, removal, remediation, reduction, or disposal of hazardous, or toxic materials.

(i) Indemnity. Tenant for itself and its successors and assigns undertakes to protect, indemnify, save and defend Landlord, its agents, employees, trustees, beneficiaries, affiliates, consultants, independent contractors, successors and assigns (collectively the "**Indemnitees**") harmless from any and all liability, loss, damage and expense, including reasonable attorneys' fees, claims, suits, and judgments and Landlord or any other Indemnitee, whether as Landlord or otherwise, may suffer as a result of, or with respect to: (a) the violation by Tenant or Tenant's agents, employees, invitees, licenses or contractors of any Environmental Law; (b) any spill or release of, or the presence of, any Hazardous Materials affecting the Premises, Property, and/or the surrounding areas to the extent caused by Tenant or Tenant's agents, employees, invitees, licensees or contractors;

(ii) Remedial Acts. In the event of any spill or release of or the presence of any Hazardous Material affecting the Premises, Property, and/or the surrounding areas caused by Tenant, its employees, agents, invitees, licensees, or contractors and/or if Tenant shall fail to comply with any of the requirements of any Environmental Law, Landlord may, without notice to Tenant, at its election, but without obligation so to do, give such notices and/or cause such work to be performed and/or take any and all other actions as Landlord shall deem necessary or advisable in order to remedy said spill or release of Hazardous Material or cure said failure of compliance and any amounts paid as a result thereof, for each month or fractional month from the date due until paid, shall be reimbursed to Landlord by Tenant upon demand therefor.

5. PAYMENT OF TAXES AND ASSESSMENTS.

A. Special Provision for Real Estate Taxes. Tenant covenants and agrees to pay directly to the appropriate governmental authority, before any fine, penalty, interest or costs may be added thereto, all general and special real estate taxes which are assessed, imposed, or which may otherwise become a lien upon the Property or the contents or become payable during the term of this lease, *provided, however,* that if by law any such taxes are payable or may, at the option of the taxpayer, be paid in installments (whether or not interest shall accrue on the unpaid principal balance of such taxes), Tenant may arrange to pay the same (and any accrued interest of the unpaid balance of such taxes) in installments as the same respectively become due, and before any fine, penalty, interest or cost may added thereto for the non-payment of any such installment and interest. Any such taxes falling due during the year of termination of the Term of this Lease shall be apportioned between Landlord and Tenant as of the date of said termination.

B. All Other Taxes and Assessments. Additionally, Tenant covenants and agrees to pay, or cause to have paid, before any fine, penalty, interest or costs may be added thereto, all personal property taxes, assessments, and charges levied and other governmental charges (which are referred to as "taxes") which are assessed, imposed, or which may otherwise become a lien upon the Property or the contents or become payable during the term of this lease, and also to pay, or cause to have paid, before any fine, penalty, interest or costs may be added thereto, all employment, withholding, unemployment, workers compensation, income, sales or any other license, fee or tax resulting from the operations of Tenant, which are assessed, imposed, or which may otherwise become a lien upon the Property or the contents or become payable during the term of this lease, *provided, however,* that if by law any such taxes are payable or may, at the option of the taxpayer, be paid in installments (whether or not interest shall accrue on the unpaid principal balance of such taxes), Tenant may pay any sums it may be responsible for (and any accrued interest of the unpaid balance of such taxes) in installments as the same respectively become due, and before any fine, penalty, interest or cost may be added thereto for the non-payment of any such installment and interest.

C. Default and Right to Cure. In the event that Landlord determines that Tenant has failed to pay, or cause to be paid, any tax or assessment described herein, Landlord may give notice of default pursuant to the terms of this Lease. In the event of such a default, Landlord has the right but not the obligation to pay the tax or assessment and notify Tenant of the payment(s) made on Tenant's behalf, and Tenant agrees that, upon notification of Landlord's payment, Tenant shall reimburse Landlord in full for all such payments pursuant to this Section within five (5) business days of Tenant's receipt of Landlord's notice to Tenant of the amount of the tax and Landlord's payment thereof.

6. MAINTENANCE AND REPAIRS. Subject to the provisions of Section 13 (Condemnation) and Section 14 (Damage or Destruction), Tenant shall, at Tenant's sole expense, keep the Premises and every part thereof (including, without limitation, the roof and structural elements of the Premises, all electrical, plumbing, water, wiring, sewer and life safety systems of the Premises, and the parking areas, driveways, sidewalks and landscaping areas of the Premises) clean and in good condition and repair and in compliance with all applicable laws and regulations at all times during the Lease Term. Tenant shall further maintain and repair all air conditioning and air cooling systems, heating apparatus, boilers and machinery used in connection with the operation of the Premises, as well as the Personal Property. Tenant shall keep the inside and outside of the Premises painted and in clean condition and repair all broken plate glass, glass and show windows. Except as specifically provided herein, Landlord shall have no obligation to modify, alter, remodel, improve, maintain or repair the Premises or any part thereof, or the Personal Property. Tenant shall be responsible for any remedial obligations on the Premises under or imposed by Tenant or Landlord's insurance company or the ADA, or any state or local government equivalent thereof arising from non-compliance after the date of this Lease. If Tenant refuses or neglects to make repairs and/or maintain the Premises or any part thereof, or the Personal Property, in a manner reasonably satisfactory to Land lord, Landlord shall have the right, but not the obligation, upon giving Tenant notice of its election to do so, to make such repairs or perform such maintenance on behalf of and for the account of Tenant. In such event, Tenant agrees to pay to Landlord, as Additional Rent hereunder, within ten (10) days after the date Landlord mails to Tenant a statement therefor, the costs incurred by Landlord in performing such work.

7. INSURANCE. During the term of this lease, Tenant, at its cost and expense and for the mutual benefit of Landlord and Tenant, shall carry and maintain the following types of insurance in the amounts specified:

A. Property Insurance with Liability Coverage, Rental Income Insurance and Boilermaker Coverage. Tenant shall keep all improvements located on or pertinent to the Premises insured against loss or damage by fire and such other perils as are now or hereafter included in the standard "all risk" policy in common use for commercial structures, including vandalism and malicious mischief, and also carry liability coverage on this policy. The amount of the all risk insurance shall be sufficient to prevent either Landlord or Tenant from becoming a co-insurer under provisions of the policy, but in no event shall the amount be less than 100% of the then actual replacement cost. Landlord may, on each anniversary date of this lease, request the carrier of the insurance (or the agent of the carrier) to determine the amount of the insurance required by the provisions of this subsection, and the resulting determination shall be conclusive between the Parties. Upon Landlord's request, Tenant shall include the holder of any mortgage encumbering the Property by virtue of a standard mortgagees clause to the extent of that mortgage interest. Tenant shall obtain rental income insurance in the name of Landlord in an amount sufficient to cover the full annual rent as well as all other payments which are the responsibility of the Tenant under the terms and conditions of this Lease. Further, Tenant shall provide a separate policy covering boilermaker explosion, together with rental income insurance resulting from boiler explosion. To ensure that the Premises and Tenant's rental obligation are insured as provided herein, Landlord shall have the right to investigate Tenant's compliance with this subsection and if necessary to purchase the insurance required by this subsection in Landlord's name and forward to Tenant a bill for the premium of such insurance. Tenant shall pay said bill within five (5) business days after receipt, and the amount of any such billing shall become Additional Rent hereunder.

B. Comprehensive General Combined Liability Insurance. Tenant shall at all times keep in force a comprehensive general combined liability insurance policy providing protection of at least Two Million Dollars ($2,000,000.00) combined single limit against claims and liability for personal injury, bodily injury, death and property damage arising from the use, ownership, maintenance, misuse of condition of the Premises or Property, any improvements located on or pertinent to said Premises or Property, improvements or adjoining areas or ways. Landlord shall be an additional insured on said policy.

Tenant shall also purchase Workmen's Compensation Insurance in compliance with all State, Federal and other governmental laws, rules and regulations.

All insurance required by virtue of this Section shall be written with an insurance company licensed to business within the State of Wyoming and approved by Landlord (which approval shall not be unreasonably withheld). Within thirty (30) days of the Commencement Date, the Tenant shall provide the Landlord with the original insurance policies or a certificate of insurance stating the coverages and insureds (with proof of payment thereon), which shall provide that the insurance company shall give notice in writing to Landlord thirty (30) days prior to cancellation, termination, or in the event of a material change in such insurance, for any reason whatsoever. Any proceeds (except liability insurance proceeds) shall provide by endorsement that any loss shall be payable to Landlord and Tenant as their respective interests may appear, except that any loss under the all risk insurance policy shall be payable to Landlord. Landlord shall have the right to investigate Tenant's compliance with this Section by contacting Tenant or Tenant's insurance agent for copies of policies, to verify coverages, confirm premium charges and schedules, and confirm payments.

Tenant shall adjust the coverages for any insurance policies carried pursuant to this Section as may be required to comply with new or revised statutory, regulatory and other governmental requirements. Landlord shall have the right but not the obligation to pay premiums due to maintain or restore coverage and, in the event that Landlord makes premium payments for this purpose, Tenant shall reimburse Landlord in full for all such payments made pursuant to this Section with five (5) business days of receipt of Landlord's notice to Tenant of the amount of the insurance premium and Landlord's payment thereof.

Tenant shall be responsible for insuring the Personal Property, as well as all items of personal property that may be owned by Tenant. Any insurance that may be purchased pursuant to this Section or any proceeds that may be payable as a result of a loss under such insurance shall in no way reduce, alter or modify any provisions of this lease and specifically the indemnity provisions herein.

8. ASSIGNMENT AND SUBLETTING.

A. Landlord's Consent Required. Neither this Lease nor any interest in this Lease may be subleased or assigned by Tenant, voluntarily or involuntarily, by operation of the law or otherwise without the prior written consent of Landlord, in Landlord's sole discretion. Notwithstanding any assignment or sublease, Tenant shall remain fully liable under the terms and conditions of this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease unless otherwise agreed to in writing by Landlord. Any subtenant shall (in addition to the Tenant) be specifically responsible for all payments, conditions, covenants and agreements in this Lease and shall personally guaranty this Lease as provided herein. Each transfer to which there has been consent shall be by an instrument in form satisfactory to Landlord and shall be executed by the transferor, assignor, sublandlord, licensor, concessionaire, hypothecator or mortgagor and the transferee, assignee, subtenant, licensee, concessionaire or mortgagee in each instance, as the case may be; and each transferee, assignee or subtenant shall agree in writing for the benefit of Landlord to assume, to be bound by, and to perform the terms, covenants and conditions of this Lease to be done, kept and performed by Tenant.

B. Transfer by Landlord. Landlord has the absolute right to transfer all or a part of its interest in this Lease to any successor. In the event of any sale or other transfer of Landlord's interest in the Premises, other than a transfer for security purposes only, Landlord shall be automatically relieved of any and all obligations and liabilities on the part of Landlord accruing from and after the date of such transfer, provided the transferee of such interest assumes Landlord's obligations under this Lease.

9. UTILITIES. Tenant shall promptly pay all charges for water, heat, gas, electricity and other public utilities used on the Premises. If Tenant shall fail to pay any utilities as required above, Landlord may, at its option, pay such utilities, without affecting any other remedy available to Landlord on account of Landlord and the same shall be deemed to be Additional Rent, due and payable five (5) business days after notice to Tenant.

10. NET LEASE. It is the purpose and intent of the Parties that the Rent payable hereunder shall be net to Landlord, so that this Lease shall yield to Landlord the Rent specified herein free of any charges, assessments, or impositions of any kind, and Landlord shall not be expected or required to pay any such charge, assessment or imposition imposed on or against the Premises, or be under any obligation or liability hereunder, and that all costs, expenses and obligations of any kind relating to the maintenance and operation of the Premises, including all alterations, repairs and replacements which may arise or become due during the Term, shall be paid by Tenant. It is the intention of the Parties that the obligations of Tenant hereunder shall be separate and independent covenants and agreements, that the Rent and all other sums payable by Tenant hereunder shall continue to be payable in all events, and that the obligations of Tenant hereunder shall continue unaffected, unless the requirement to pay or perform the same shall have been terminated pursuant to an express provision hereof.

11. INDEMNIFICATION AND LIMITATION ON LIABILITY.

A. Indemnity by Tenant. As a material part of the consideration to the Landlord for entering into this Lease, Tenant hereby assumes all risk of, and Tenant shall indemnify, protect, defend and hold harmless Landlord, its trustees, beneficiaries, agents and employees from and against, any and all claims, suits, demands, liability, damages and expenses, including reasonable attorneys' fees and costs, arising from or in connection with Tenant's use or alteration of the Premises or the conduct of its business or from any activity performed or permitted by Tenant in or about the Premises during the Lease Term or arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any breach or default in the performance of any obligations arising under or pursuant to any other act, neglect, fault or omission of Tenant or any of its officers, agents, directors, contractors, employees, licensees or invitees.

B. Limitation on Landlord's Liability. Except to the extent caused by the gross negligence or wrongful acts of Landlord, in no event shall Landlord be liable to Tenant for any injury to any person in or about the Premises or Property or damage to the Premises or Property or for any loss, damage or injury to any property of Tenant therein, including without limitation, any damage, injury or loss caused by any malfunction of any utility or other equipment, installation or system, or by the rupture, leakage or overflow of any plumbing or other pipes, including without limitation, water, steam and refrigeration lines, sprinklers, tanks, drains or similar cause in, about or upon the Premises.

C. Indemnity by Landlord. Landlord shall indemnify, protect, defend and hold harmless Tenant and its officers, directors, shareholders, managers, managing members, members, agents and employees from and against any and all claims, suits, demands, liability, damages and expenses, including reasonable attorneys' fees and costs, arising from the gross negligence or willful misconduct of Landlord or any of its officers, agents, directors, contractors, employees, licensees or invitees.

12. ALTERATIONS TO PREMISES.

A. Restriction on Alterations. Tenant may make no alterations, additions or improvements in, to or about the Premises (collectively, "**Alterations**") (i) without the prior written consent of Landlord, and Landlord may impose as a condition to such consent such reasonable requirements as Landlord may deem necessary or desirable; and (ii) without first obtaining such consents and approvals as may be required by applicable laws, ordinances, codes, rules and regulations, including, without limitation, consent and approval required pursuant to (a) that certain Historic Preservation Easement, dated on or about the date hereof, between Café G, LLC and the Teton Historic Preservation Foundation and (b) that certain Conservation Easement granted to the Jackson Hole Land Trust, a Wyoming non-profit corporation, which easement was recorded on August 16, 2019, in the office of the Teton County Clerk as Document No. 0975464. Tenant shall pay to Landlord, Landlord's reasonable charges for reviewing and inspecting all Alterations to assure full compliance with all of Landlord's requirements. Landlord does not expressly or implicitly covenant or warrant that any plans or specifications submitted by Tenant are safe or that the same comply with any applicable laws, ordinances, codes, rules or regulations. Further, Tenant shall indemnify, protect, defend and hold Landlord harmless from any loss, cost or expense, including attorneys' fees and costs, incurred by Landlord as a result of any defects in design, materials or workmanship resulting from Alterations. Tenant shall promptly pay all costs incurred in connection with all Alterations and shall not permit the filing of any mechanic's lien or other lien in connection with any Alterations. If a mechanic's lien or other lien is filed against the Premises or Property, Tenant shall discharge or cause to be discharged (by bond or otherwise) such lien within thirty (30) days after Tenant receives notice of the filing thereof and shall not allow any such lien to be foreclosed upon. Tenant shall have the right to contest any mechanics' lien so long as Tenant posts the bond required to remove the lien from the Premises or Property within the aforementioned thirty (30) day period. If a mechanic's lien or other lien is filed against the Premises or Property and Tenant fails to timely discharge (by bond or otherwise) such lien, Landlord may, without waiving its rights and remedies based on such breach of Tenant and without releasing Tenant from any of its obligations, cause such lien to be released by any means it shall deem proper, including payment in satisfaction of the claim giving rise to such lien. Tenant shall pay to Landlord within thirty (30) days following notice by Landlord, any sum paid by Landlord to remove such liens, together with interest at the Default Rate from the date of such payment by Landlord. Any increase in any tax, assessment or charge levied or assessed as a result of any Alterations shall be payable by Tenant.

B. Surrender of Alterations. All Alterations and other work or improvements installed in the Premises which are attached to, or built into the Premises, including, without limitation, floor coverings, wall coverings, paneling, molding, doors, vaults, plumbing systems, electrical systems, mechanical systems, lighting systems, built-in communication systems and cabling and outlets for the systems mentioned above and for all telephone, radio, computer and television purposes, and any special flooring or ceiling installations, shall become the property of Landlord and shall be surrendered with the Premises, as a part thereof, at the end of the Lease Term; provided that Landlord may, as a condition to approving any proposed alteration, require that such alteration be removed by Tenant upon the end of the Lease Term. All Personal Property shall be and remain the property of Landlord and may not be removed by Tenant at any time during the Lease Term. For purposes of the insurance requirements set forth herein, Tenant shall be deemed to have an insurable interest in all Alterations in the Premises, as between Landlord and Tenant, but the same shall be surrendered with the Premises on termination of this Lease, as set forth above.

13. CONDEMNATION. If, during the Lease Term, or any extension hereof, the whole or substantially all of the Premises shall be taken as a result of the exercise of the power of eminent domain, this Lease shall terminate as of the date of vesting of title of the Premises or delivery of possession, whichever event shall first occur, pursuant to such proceeding. For the purpose of this Section, "substantially all of the Premises" shall be deemed to have been taken if a taking under any such proceeding shall involve such an area, whether the area be improved with building or be utilized for a parking area or

for other use, that Tenant cannot reasonably operate in the remainder of the Premises the business being conducted on the Premises at the time of such proceeding. If, during the Lease Term, or any extension hereof, less than the whole or less than substantially all of the Premises shall be taken in any such proceeding, this Lease shall not terminate. Landlord shall, from the proceeds of the condemnation, restore the Premises for the use of the Tenant. Any award granted for either partial or complete taking regarding the Premises shall be the property of Landlord; provided, however, that Tenant shall be entitled to seek a separate award from the condemning authority to compensate Tenant for Tenant's moving expenses, business dislocation damages, Tenant's personal property and fixtures and any other award that would not reduce the award payable to Landlord.

14. DESTRUCTION OF THE PREMISES.

A. Casualty. If any building or improvements standing or erected upon the Premises shall be destroyed or damaged in whole or in part by fire or other casualty, the Tenant shall promptly repair, replace and rebuild the same at least to the extent of the value and as nearly as practicable to the character of the building or improvements existing immediately prior to such occurrence. Such repairs, replacements or rebuilding shall be made by the Tenant as aforesaid and in accordance with the terms of this Lease. Tenant shall promptly commence and diligently complete the improvements or repairs to the Premises. The Tenant shall be entitled to use the proceeds of the insurance (if any), and any excess in costs over the proceeds of the insurance shall be at the expense of the Tenant. In the event that the Premises are encumbered by a mortgage or deed of trust ("**Mortgage**") and the holder of the Mortgage requires that all or a portion of the proceeds of the insurance to be paid to said holder, then the Landlord, may, at its option, declare this lease null and void and all parties shall be relieved from further obligation hereunder from the date of said destruction; provided, however, that Tenant shall be entitled to the return of any prepaid Rent. Notwithstanding the foregoing, Tenant may continue this Lease if the Tenant agrees to pay for the repairs including the amount that may have been paid to the holder of the Mortgage. If the improvements contained on the Premises are substantially damaged or totally destroyed from any cause whatsoever during the last 18-month period of this Lease, then the Landlord may, at its option, declare this Lease null and void and all parties shall be relieved from further obligation hereunder from the date of said destruction, provided that all insurance proceeds shall become the property of the Landlord. However, if an option to extend the Lease Term is granted herein, then (in the event Tenant exercises said option within twenty days from the date of destruction or damage), the building or improvements shall be repaired, rebuilt and restored in conformance with the above and this Lease shall continue.

B. Rent Abatement. If the whole of the improvements located on the Premises, or such part thereof as shall prevent Tenant's continuation of the operation of its business therein, shall be damaged by fire or other casualty, and PROVIDED: (i) Tenant is not in default beyond any cure period in any of its obligations hereunder, (ii) Tenant did not cause, in whole or in part, such damage or casualty, and (iii) Tenant has maintained the rental income insurance required by Section 7.A, to the extent that the proceeds of such rental income insurance are paid to Landlord during the period of reconstruction and restoration, Base Rent payable hereunder shall be abated proportionately with the degree to which Tenant's use of the Premises is impaired during the period of such repair, reconstruction or restoration until such time as Tenant completes the restoration of the improvements to their condition immediately prior to the fire or other casualty; provided, however, that the amount of Base Rent abated pursuant to this Section shall in no event exceed the amount of rental income insurance actually received by Landlord, and further provided that such abatement of Base Rent shall terminate on the earlier to occur of the date of completion of the restoration or: (i) in the event the whole of the Premises is damaged or destroyed, one hundred fifty (150) days after the date of the damage or destruction; and (ii) in the event only part of the Premises is damaged or destroyed, ninety (90) days after the date of the damage or destruction.

15. DEFAULT PROVISIONS.

A. Default by Tenant. The occurrence of any one or more of the following events shall constitute a default and material breach of this lease by Tenant:

(i) Tenant failing to pay the Base Rent or any Additional Rent herein reserved or the Tenant failing to pay any tax, assessment, insurance or other payments required to be made by Tenant when due, where such failure shall continue for a period of five (5) business days after said due date.

(ii) Tenant failing to perform or keep any of the other terms, covenants and conditions herein contained for which it is responsible, and such failure continuing and not being cured for a period of thirty (30) days after notice from Landlord or, if such default which cannot be cured within a 30-day period, then the Tenant's failing to commence to correct the same within said 30-day period and thereafter failing to prosecute the same to completion within sixty (60) days after the original notice from Landlord.

(iii) Tenant or any guarantor being adjudicated as bankrupt or insolvent or the Tenant filing in any court a petition in bankruptcy or for reorganization or for the adoption of an arrangement under applicable bankruptcy laws or the filing of an involuntary bankruptcy against the Tenant (unless said involuntary bankruptcy is terminated within thirty (30) days from the date of said appointment).

(iv) Tenant making any general assignment or general arrangement of its property for benefit of its creditors.

(v) The failure of Tenant to secure and maintain the insurance coverages and provide evidence thereof to Landlord as required by the provisions of this Lease in accordance with the time periods set forth herein.

B. Default by Landlord. Landlord's failure to perform or observe any of its obligations under this Lease shall constitute a default by Landlord under this Lease only if such failure shall continue for a period of thirty (30) days (or the additional time, if any, that is reasonably necessary promptly and diligently to cure the failure) after Landlord receives written notice from Tenant specifying the default. The notice shall give in reasonable detail the nature and extent of the failure, and shall identify the Lease provisions containing the obligations. If Landlord shall default in the performance of any of its obligations under this Lease (after notice and opportunity to cure as provided herein), Tenant may pursue any remedies available to it under this Lease in law or equity; provided, however, the liability of Landlord to Tenant for any default by Landlord under the terms of this Lease are not personal obligations of the individual or other partners, directors, officers and shareholders of Landlord, and Tenant agrees to look solely to Landlord's interest in the Property for the recovery of any amount from Landlord, and shall not look to other assets of Landlord nor seek recourse against the assets of the individual or other partners, directors, officers and shareholders of Landlord. Any lien obtained to enforce any such judgment and any levy of execution thereon shall be subject and subordinate to any lien, mortgage or deed of trust on the Property existing prior to the date of Landlord's default, as such date is reasonably proven by Tenant.

16. REMEDIES.

A. Generally. Upon the occurrence of any event or events of default by Tenant, whether enumerated in the preceding Section or not, Landlord shall have the option, at Landlord's election, to pursue any one or more of the following in addition to, and not in limitation of, any other remedy or right permitted Landlord by law or by this Lease:

(i) Landlord may cancel and terminate this Lease and dispossess Tenant;

(ii) Landlord may elect to enter and repossess the Premises and relet the Premises for Tenant's account, holding Tenant liable for any damages for all reasonable expenses incurred in any such reletting and for any difference between the amount of Rent received from such reletting and the amount due and payable under the terms of this Lease;

(iii) Landlord may enter upon the Premises and do whatever Tenant is obligated to do under the terms of this Lease (and Tenant shall reimburse Landlord on demand for any reasonable expenses that Landlord may incur in effecting compliance with Tenant's obligations under this Lease) and as allowed by law; provided, however, Landlord shall not operate Tenant's business.

B. Damages. Should Landlord, as a result of any Tenant default, elect to terminate this Lease, Landlord shall be entitled to collect from Tenant as damages: (i) the worth at the time of award of the unpaid Rent and other charges that may be due and unpaid by Tenant at the time of termination; (ii) the worth at the time of award of the amount by which the unpaid Rent and other charges that would have come due after termination until the time of award exceeds the amount of rental loss that Tenant proves could have been reasonably avoided; (iii) the worth at the time of award of the amount by which the unpaid Rent and other charges for the balance of the term after the time of award exceeds the amount of rental loss that Tenant proves could have been reasonably avoided; (iv) all other reasonable amounts necessary to compensate Landlord for all detriment proximately caused by Tenant's failure to perform or that are likely to result therefrom, including but not limited to attorneys' fees, costs of repossession, costs of removing persons or property from the Premises, costs of repairs to the Premises, cost of reasonable alterations to the Premises to make the space tenantable to prospective replacement tenants, costs of re-leasing the space, brokerage fees, etc. All computations of the worth at the time of award of amounts recoverable by Landlord as stipulated herein shall be computed by allowing interest at the Default Rate. The worth at the time of award shall be computed by discounting the amount otherwise recoverable by Landlord at the discount rate equal to the Long Term Federal Applicable Rate at the time of the award.

C. No Liability. If, as previously provided, Landlord shall elect to reenter the Premises, it is agreed that Landlord shall conduct itself in a reasonable manner and Landlord shall not be liable for damages by reason of such entry.

D. No Waiver. All rights, options, and remedies of Landlord contained in this Lease shall be construed and held to be cumulative and the exercise of one or more rights, remedies, or options shall not be taken to exclude or waive the right to the exercise of any other. All such rights, remedies, and options may be exercised and enforced concurrently and whenever and as often as deemed desirable. Landlord shall have the right to pursue any one or all of such remedies that may be provided herein or by law or in equity. For the purpose of any suit by Landlord brought or based on this Lease, this Lease shall be construed to be a divisible contract, to the end that successive actions may be maintained as successive periodic sums shall mature under this Lease. It is further agreed that failure to include in any suit or action any sum or sums then matured shall not be a bar to the maintenance of any suit or action for the recovery of said sum or sums so omitted.

17. SECURITY DEPOSIT. Tenant hereby acknowledges its obligation, effective upon the Effective Date, to deposit with Landlord a Security Deposit in the amount of Eleven Thousand and 00/100 Dollars ($11000.00). Notwithstanding the foregoing obligation, Landlord hereby temporarily waives until October 22, 2020 Tenant's obligation to pay the Security Deposit. Landlord hereby reserves the right to demand immediate payment of the Security Deposit in the event Tenant sublets, transfers or assigns in any manner Tenant's interest in this Lease or transfers or assigns in any manner, including, without limitation, merger, consolidation or sale of substantially all of the assets or a sale of fifty percent (50%) or more in the aggregate of the ownership interest of Tenant or a transfer of all or part of the business to be operated by Tenant within the Premises, whether or not such sublease, transfer or assignment is consented to by Landlord. The

Security Deposit shall be held by Landlord as security for the faithful performance by Tenant of all of the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the term hereof. If Tenant defaults with respect to any provision of this Lease, including, but not limited to, the provisions relating to the payment of Base Rent or Additional Rent, Landlord may (but shall not be required to) use, apply, or retain all or any part of the Security Deposit to the payment of any Rent or any other sum in default, or for the payment of any amount that Landlord may spend or become obligated to spend by reason of Tenant's default, or to compensate Landlord for any other loss or damage that Landlord may suffer by reason of Tenant's default. If any portion of the Security Deposit is so used or applied, Tenant, within ten (10) days after written demand therefor, shall deposit cash with Landlord in an amount sufficient to restore the Security Deposit to its original amount and Tenant's failure to do so shall be a default under this Lease. Landlord shall not be required to keep the Security Deposit separate from its general funds, and Tenant shall not be entitled to interest thereon. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the Security Deposit or any balance thereof shall be returned to Tenant within thirty (30) days following the expiration or termination of this Lease. In the event of termination of Landlord's interest in this Lease, Landlord shall transfer the Security Deposit to Landlord's successor-in-interest.

18. HOLD OVER TENANCY. In the event Tenant holds over after the expiration of the Lease Term, with or without the express or implied consent of Landlord, such tenancy shall be from month-to-month only, and not a renewal hereof or an extension for any further term, and such month-to-month tenancy shall be subject to each and every term, covenant and agreement contained herein; provided, however, that Tenant shall pay as Base Rent during any holding over period, an amount equal to one hundred fifty percent (150%) of the Base Rent payable immediately preceding the expiration of the Lease Term. Nothing in this Section shall be construed as a consent by Landlord to any holding over by Tenant and Landlord expressly reserves the right to require Tenant to surrender possession of the Premises and to assert any remedy in law or equity to evict Tenant and/or collect damages in connection with such holding over.

19. SUCCESSION TO LANDLORD'S INTEREST.

A. Subordination. Tenant agrees that this Lease shall at Landlord's option be subject and subordinate to (i) all present and future ground leases and master leases of all or any part of the Property; (ii) present and future mortgages and deeds of trust encumbering all or any part of the Property; (iii) all past and future advances made under any such mortgages or deeds of trust; and (iv) all renewals, modifications, replacements and extensions of any such ground leases, master leases, mortgages and deeds of trust. Tenant agrees to execute and deliver, upon demand of Landlord, any instruments reasonably requested by Landlord or any such Landlord, mortgagee or beneficiary to affect the purposes of this Section.

B. Attornment. If requested to do so, Tenant shall attorn to and recognize as Tenant's Landlord under this Lease any superior Landlord, superior mortgagee or other purchaser or person taking title to the Property or any portion thereof by reason of the termination of any superior lease or the foreclosure of any superior mortgage or deed of trust, and Tenant shall, upon demand, execute any documents reasonably requested by any such person to evidence the attornment described in this Section.

C. Non-Disturbance. Landlord hereby recognizes that, as a condition to such subordination and/or attornment by Tenant, Landlord shall use commercially reasonable efforts to obtain an agreement from any and all superior Landlords and/or superior mortgagees that shall include a non-disturbance agreement which shall be executed by the party to whose interest Tenant subordinates its interest hereunder and shall provide that so long as Tenant is not in default under this Lease, Tenant's leasehold estate, and Tenant's rights under this Lease shall remain undisturbed and shall survive any foreclosure, transfer in lieu of foreclosure or other enforcement of the mortgage or deed of trust, and any termination of any such lease, as the case may be.

D. Estoppel Certificate. At any time and from time to time, Tenant, upon request in writing from Landlord, agrees to execute, acknowledge and deliver to Landlord, or to the holder of any mortgage that is a lien on the Property, or to any prospective mortgagee or purchaser of the Property, a statement in writing in such form and substance satisfactory to Landlord certifying to such information as such mortgagee, prospective mortgagee, or prospective purchaser may reasonably request, or stating the appropriate deficiencies, as the case may be. In the event Tenant fails to provide such letter as above-described within ten (10) days after Landlord's written request therefor, Landlord may make a second request that specifies that Landlord shall be appointed Tenant's attorney-in-fact pursuant to this section if Tenant does not provide such letter, and in the event Tenant fails to provide the above described letter within ten (10) days after Landlord's second request, Tenant does hereby make, constitute, and irrevocably appoint Landlord as its attorney-in-fact, solely for the purposes of executing such letter.

20. SURRENDER OF PREMISES. Upon the expiration of the Lease Term, or upon any earlier termination hereof, Tenant shall quit and surrender possession of the Premises to Landlord in as good order and condition as the Premises are now or hereafter may be improved by Landlord or Tenant, reasonable wear and tear and casualty which is not to be restored by Tenant pursuant to this Lease excepted, and shall, without expense to Landlord, remove or cause to be removed from the Premises, all debris and rubbish, all furniture, equipment, business and trade fixtures (as permitted by the terms herein), free-standing cabinet work, movable partitioning and other articles of personal property owned by Tenant or installed or placed by Tenant at its expense in the Premises, and all similar articles of any other persons claiming under Tenant, and Tenant shall repair all material damage to the Premises resulting from such removal.

21. GENERAL PROVISIONS.

A. Notices. All notices, demands and requests required to be given by either party to the other shall be in writing. All notices, demands and requests shall either be hand delivered or shall be sent by registered or certified mail, return receipt requested, or by overnight courier, postage prepaid, addressed to the parties at the addresses set forth below or at such other addresses as the parties may designate in writing delivered pursuant to the provisions hereof. Any notice when given as provided herein shall be deemed to have been delivered on the date personally served or two days subsequent to the date that said notice was deposited with the United States Postal Service as evidenced by receipt for the registered or certified mail; or one day after being sent via ovemight courier.

Landlord: The OLC LLC
135 East Broadway Ave.,
Jackson, Wyoming 8300
Attn: Fred Peightal

Tenant: 135 E. Broadway, LLC
135 East Broadway Ave.,
Jackson, Wyoming 8300
Attn: Fred Peightal

B. Time of the Essence. Time is of the essence of this Lease and each provision hereof in which time of performance is established.

C. Quiet Enjoyment. Tenant, upon the paying of all Rent hereunder and performing each of the covenants, agreements and conditions of this Lease required to be performed by Tenant, shall lawfully and quietly hold, occupy and enjoy the Premises during the Lease Term without hindrance or molestation of anyone lawfully claiming by, through or under Landlord, subject, however, to the provisions set forth in this Lease.

D. Right to Inspect or Show Premises. Landlord, or Landlord's agent and representative, shall have the right to enter into and upon the Premises or any part thereof at all reasonable hours to inspect or show the Premises to potential purchasers or renters. During the 90-day period prior to the expiration of this lease, the Landlord, or the Landlord's agent and representative, shall have the right to place the usual "to let" notices on the Premises, and the Tenant agrees to permit the same to remain thereon without hindrance or molestation. Landlord may at any time place or cause to be placed "for sale" notices on the Premises.

E. Governing Law. This lease has been executed and delivered in the State of Wyoming and shall be construed in accordance with the laws of the State of Wyoming.

F. Headings and Captions. The Parties mutually agree that the headings and captions contained in this lease are inserted for convenience of reference only and are not to be deemed part of or to be used in construing this Lease.

G. Binding Effect. The covenants and agreements herein contained shall be binding upon and inure to the benefit of the Landlord, its personal representatives, heirs, successors, and the Tenant, its personal representatives, heirs, successors and assigns.

H. Construction. Words of any gender used in this lease shall be held to any other gender, and words in the singular shall be held to include the plural, as the identity of the Landlord or Tenant requires.

I. No Waiver. No waiver by Landlord of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provision. Landlord's consent to or approval of any act shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act by Tenant. The acceptance of Rent hereunder by Landlord shall not be a waiver of any preceding breach by Tenant of any provision hereof, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at time of acceptance of such rent. No waiver shall be effective unless in writing and executing by the waiving Party.

J. Attorneys' Fees. In the event of any default under this Lease, unless otherwise expressly barred by statute or this Lease, Tenant shall pay Landlord's costs and reasonable attorneys' fees incurred in the giving of notices and pursuit of Landlord's rights under this Lease. Tenant shall pay any sums due under this Section to Landlord within five (5) days of Landlord's notification to Tenant of the amount of Landlord's costs and attorneys' fees. In the event suit shall be brought to enforce any provisions of this Lease, the prevailing party shall (in addition to other relief granted) be awarded all reasonable attorneys' fees and costs resulting from such litigation.

K. Late Fees. Any failure to pay any amount due after notice and an opportunity to cure shall be subject to a late charge of five per cent (5%) of the amount due, *provided, however*, that payment of any such late charge shall not excuse or correct any default by the Tenant under this Lease and shall be in addition to any interest charged thereon.

L. Severability. If any sentence, section or article of this Lease is held to be illegal or invalid, this shall not affect in any manner those other portions of the Lease not illegal or invalid and this Lease shall continue in full force and effect as to those provisions.

M. Force Majeure. In the event that either party hereto shall be delayed, hindered in, or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lockouts,

labor troubles, inability to procure materials, failure of power, riots, insurrection, war, or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this Article shall not operate to excuse Tenant from the prompt payment of Rent, nor shall this Article operate to excuse performance due to market or economic conditions.

N. Counterparts; Signatures. This Lease has been executed in several counterparts, but the counterparts shall constitute but one and the same document. Signatures delivered by facsimile or other electronic means shall be binding.

Signatures on next page.

The Parties have executed this Lease the day and year first written above.

LANDLORD:

The OLC LLC,
a Wyoming limited liability company

By: _____
Name: Fred Peightal
Title: President

TENANT:

135 E. Broadway, LLC,
a Wyoming limited liability company

By: _____
Name: FRED PEIGHTAL
Title: PRESIDENT

15319791_v2

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION

Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information



Please note that this form CANNOT be submitted in place of your Annual Report.

Name	**135 E. Broadway, LLC**
Filing ID	**2010-000580195**

Type	Limited Liability Company	Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type	Close	Standing - Other	Good
Formed in	Wyoming	Filing Date	02/10/2010 3:48 PM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Principal Address

135 East Broadway Ave
Jackson, WY 83001

Mailing Address

PO Box 3992
Jackson, WY 83001

Registered Agent Address

Fredrick M Peightal
135 E Broadway
Jackson, WY 83001

Parties

Type	Name / Organization / Address
Manager	GP Management Inc
Member	Fred Peightal
Member	Josh Governale
Organizer	Glenn M Ford

Notes

Date	Recorded By	Note

(3/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk Local License #: 303

License Fees
Annual Fee: $ 3000.00
Prorated Fee: $ _____
Transfer Fee: $ _____
Publishing Fee: $ 100.00

Date filed with clerk: 1/3/22

Advertising Dates: (2 Weeks) 2/2/22 & 2/9/22

Hearing Date: 2/22/22

Publishing Fee Direct Billed to Applicant: ☐

License Term: 4 / 1 / 22 (Month / Day / Year) Through 3 / 31 / 23 (Month / Day / Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: ACP LJH & 80 Scott Holdings LLC

Trade/Business Name (dba): The Lodge at Jackson Hole

Building to be licensed/Building Address: 80 S. Scott Lane (Number & Street)

Jackson (City) WY (State) 83001 (Zip) Teton (County)

Local Mailing Address: PO Box 7478 (Number & Street or P.O. Box)

Jackson (City) WY (State) 83002 (Zip)

Local Business Telephone Number: (307) 739-9703 Fax Number: (307) 739-8670

Business E-Mail Address: Addy@lodgejh.com

FILING IN (CHOOSE ONLY ONE)
- ☒ CITY OF: Jackson
- ☐ COUNTY OF _____

FILING AS (CHOOSE ONLY ONE)
- ☐ INDIVIDUAL
- ☐ PARTNERSHIP
- ☐ LP/LLP
- ☒ LLC
- ☐ CORPORATION
- ☐ LTD PARTNERSHIP
- ☐ ORGANIZATION
- ☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE
- ☐ ON-PREMISE ONLY (BAR)
- ☐ OFF-PREMISE ONLY (PACKAGE STORE)
- ☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

- ☐ RESTAURANT LIQUOR LICENSE
- ☒ RESORT LIQUOR LICENSE
- ☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
- ☐ VETERANS CLUB
- ☐ FRATERNAL CLUB
- ☐ GOLF CLUB
- ☐ SOCIAL CLUB

- ☐ MICROBREWERY
- ☐ WINERY
- ☐ DISTILLERY SATELLITE
- ☐ WINERY SATELLITE
- ☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS
- ☐ CONVENTION FACILITY
- ☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
- ☐ GOLF CLUB
- ☐ GUEST RANCH
- ☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☒ FULL TIME (e.g. Jan through Dec)	(specify months of operation)	from _____ to _____
☐ SEASONAL/PART-TIME	DAYS OF WEEK (e.g. Mon through Sat)	from _____ to _____
☐ NON-OPERATIONAL/PARKED	HOURS OF OPERATION (e.g. 10a - 2a)	from _____ to _____

1. **BUILDING OWNERSHIP**. Does the applicant? W.S. 12-4-103(a)(iii)
   - (a) **OWN** the licensed building? ☒ YES (own)
   - (b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☐ YES (lease)
   - (c) **LEASE** is current and on file with the licensing authority & Liquor Division

     If the lease is not current, please submit a copy pf the lease and indicate:

     (i) When the lease expires, located on page_____paragraph_____of lease

     (ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page_____ paragraph_____of lease (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

(a) Gross sales figures and percentages of income derived from: (Line 1) Liquor Sales: $_____(_____%)
W.S.12-4-408(b) (Line 2) Food Sales: $_____(_____%)
(Line 1 + Line 2 must = Line 3) (Line 3) Gross Sales: $_____(_____%)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☐ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesale malt beverage license with the Liquor Division)

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, and every officer, and every director must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
		See attached				YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

(Requires signatures by ALL individuals, ALL Partners, ONE (1) LLC Member, or TWO (2) Corporate Officers or Directors except that if all the stock of the corporation is owned by ONE (1) individual then that individual may sign and verify the application upon his oath, or TWO (2) Club Officers.) W.S. 12-4-102(b)

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF ~~WYOMING~~ Ky)
) SS.
COUNTY OF Jefferson)

Signed and sworn to before me on this 17 day of December, 2021 that the facts alleged in the foregoing instrument are true by the following:

1)	(Signature)	Thomas D. Christopoul (Printed Name)	Manging Member Title
2)	(Signature)	(Printed Name)	Title
3)	(Signature)	(Printed Name)	Title
4)	(Signature)	(Printed Name)	Title

Witness my hand and official seal:

Signature of Notary Public

(SEAL)

My commission expires: 10/27/2022

EILEEN NELSON SMITH NOTARY PUBLIC STATE AT LARGE, KENTUCKY

Eileen Nelson Smith
NOTARY PUBLIC
State at Large, Kentucky
ID # 608915
My Commission Expires
October 27, 2022

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: Thomas (First Name) Dean (Full Middle Name) Christopoul (Last Name)

Date of Birth: [redacted] State / [redacted]

Applicant Signature

State of Kentucky)
)ss
County of Jefferson)

Subscribed and sworn to before me this 17 day of December, 2021.

(SEAL)

Eileen Nelson Smith
NOTARY PUBLIC
State at Large, Kentucky
ID # 608915
My Commission Expires
October 27, 2022

Notary Public or officer authorized to administer oaths

Rev 10/2020

New or Transfer Liquor License Or Permit Application - Question #6

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation? (Yes/No)	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Mal Beverages? (Yes/No)
Henry R. Silverman	[redacted]	[redacted]	[redacted]	1 Year (recently formed entity)	Indirectly owns ~43%	No	No
Thomas D. Christopoul	[redacted]	[redacted]	[redacted]	1 Year (recently formed entity)	Indirectly owns <10%	No	No
Ambassador Steven J. Green	[redacted]	[redacted]	[redacted]	1 Year (recently formed entity)	Indirectly owns ~44%	No	No
Jeffrey A. Safchuk	[redacted]	[redacted]	[redacted]	1 Year (recently formed entity)	Indirectly owns <10%	No	No

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION
Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information


Please note that this form CANNOT be submitted in place of your Annual Report.

Name	ACP LJH 80 Scott Holdings LLC
Filing ID	2019-000874549
Type	Limited Liability Company
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Delaware	Filing Date	09/06/2019 9:54 AM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Principal Address

1515 Sunset Dr, Suite 44
Coral Gables, FL 33143

Mailing Address

1515 Sunset Drive, Suite 44
Coral Gables, FL 33143

Registered Agent Address

Corporate Creations Network Inc.
5830 E 2nd St
Casper, WY 82609

Parties

Type	Name / Organization / Address

Notes

Date	Recorded By	Note

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: 296

License Fees

Annual Fee: $ 1514.00

Prorated Fee: $ _____

Transfer Fee: $ _____

Publishing Fee: $ 100.00

Publishing Fee Direct Billed to Applicant: ☐

Date filed with clerk: 1 / 3 / 22

Advertising Dates: (2 Weeks) 2/2/22 & 2/9/22

Hearing Date: 2 / 22 / 22

License Term: 4 (Month) / 1 (Day) / 22 (Year) Through 3 (Month) / 31 (Day) / 23 (Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: Alpine Hotel Partners LLC

Trade/Business Name (dba): The Alpine House

Building to be licensed/Building Address: 285 Glenwood St.
Number & Street

Jackson (City) WY (State) 83001 (Zip) Teton (County)

Local Mailing Address: _____
Number & Street or P.O. Box

_____
City State Zip

Local Business Telephone Number: (307) 739-1570 Fax Number: ( )

Business E-Mail Address: info@alpinehouse.com

FILING IN (CHOOSE ONLY ONE)

☒ CITY OF: Jackson

☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☒ LLC
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY (BAR)
☐ OFF-PREMISE ONLY (PACKAGE STORE)
☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☒ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY

☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

*Typically closed in April & November through mid-December. The Alpine House is otherwise open 24/7 even when F&B is Closed.

☐ FULL TIME (e.g. Jan through Dec)	(specify months of operation)	from _____ to _____
☒ SEASONAL/PART-TIME	DAYS OF WEEK (e.g. Mon through Sat)	from _____ to _____
☐ NON-OPERATIONAL/PARKED	HOURS OF OPERATION (e.g. 10a - 2a)	from _____ to _____

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)
   - (a) **OWN** the licensed building? ☒ YES (own)
   - (b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☐ YES (lease)
   - (c) **LEASE** is current and on file with the licensing authority & Liquor Division.
     If the lease is not current, please submit a copy pf the lease and indicate:
     - (i) When the lease expires, located on page _____ paragraph _____ of lease.
     - (ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page _____ paragraph _____ of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

Alpine

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY: *F&B launching in December 2021.

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)
(Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $ 0.00 (0 %)
(Line 2) Food Sales: $ 0.00 (0 %)
(Line 3) Gross Sales: $ 0.00 (0 %)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☒ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesale malt beverage license with the Liquor Division)

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer, and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Erik Warner, Manager of LLC	[redacted]	[redacted] Brooklyn, NY 11231	[redacted]	Over 1	10%	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) *SS.*
COUNTY OF Teton)

Signed and sworn to before me on this 16th day of December, 2021 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	[redacted]	Erik A Warner	Managing Member
2)			
3)			
4)			

Witness my hand and official seal: Cinthia Hernandez
Signature of Notary Public

CINTHIA H HERNANDEZ – NOTARY PUBLIC
COUNTY OF TETON (SEAL) STATE OF WYOMING
MY COMMISSION EXPIRES AUGUST 23, 2024

My commission expires 8/23/24

Alpine

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: Erik (First Name) Andrew (Full Middle Name) Warner (Last Name)

Date of Birth: [redacted] Driver License: [redacted] (State / Number)

[redacted]
Applicant Signature

State of WY)
)ss
County of Teton)

Subscribed and sworn to before me this 16th day of December, 2021.

(SEAL)

CINTHIA H HERNANDEZ – NOTARY PUBLIC
COUNTY OF TETON
STATE OF WYOMING
MY COMMISSION EXPIRES AUGUST 23, 2024

Cinthia Hernandez
Notary Public or officer authorized to administer oaths

Rev 10/2020

Issued by:

WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES
2219 CAREY AVE
CHEYENNE, WY 82002

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 10661

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Issued to:

ALPINE HOUSE
285 GLENWOOD ST
JACKSON, WY 83001

ALPINE HOTELS PARTNERS, LLC
ERIK WARNER
PO BOX 486
JACKSON, WY 83001

EXPIRATION DATE: 1/27/2022

Director of Dept. of Ag

THIS LICENSE MUST BE CURRENT AND POSTED CONSPICUOUSLY AT THE PHYSICAL LOCATION

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION
Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information


Please note that this form CANNOT be submitted in place of your Annual Report.

Name	Alpine Hotel Partners, LLC
Filing ID	2020-000960792
Type	Limited Liability Company
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Wyoming	Filing Date	11/24/2020 3:11 PM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Principal Address

215 North Cache
215 North Cache
Jackson, WY 83001

Mailing Address

372 COURT STREET - FLOOR 2
BROOKLYN
BROOKLYN, Kings 11231

Registered Agent Address

FRONTIER REGISTERED AGENCY SERVICES LLC
270 W Pearl Ave Ste 103
PO Box 2554
Jackson, WY 83001

Parties

Type	Name / Organization / Address
Organizer	Erik Warner 372 COURT STREET - FLOOR 2, Brooklyn, NY 11231

Notes

Date	Recorded By	Note

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: 403

License Fees

Annual Fee: $ 505.00

Prorated Fee: $ _____

Transfer Fee: $ _____

Publishing Fee: $ 100.00

Date filed with clerk: 1 / 3 / 2022

Advertising Dates: (2 Weeks) 2/2/22 & 2/9/22

Hearing Date: 2 / 22 / 22

Publishing Fee Direct Billed to Applicant: ☐

License Term: 4 (Month) / 1 (Day) / 22 (Year) Through 3 (Month) / 31 (Day) / 23 (Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: American Legion Post # 43

Trade/Business Name (dba): Jackson Hole Post # 43

Building to be licensed/Building Address: 190 N. Cache St. (Number & Street)

Jackson (City) WY (State) 83001 (Zip) Teton (County)

Local Mailing Address: PO Box 4121 (Number & Street or P.O. Box)

Jackson (City) WY (State) 83001 (Zip)

Local Business Telephone Number: (307) 733-7462 Fax Number: (307) 739-9139

Business E-Mail Address: alpost43@gmail.com

FILING IN (CHOOSE ONLY ONE)

☒ CITY OF: JACKSON

☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☐ LLC
☐ CORPORATION
☐ LTD PARTNERSHIP
☒ ORGANIZATION
☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY (BAR)
☐ OFF-PREMISE ONLY (PACKAGE STORE)
☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
☒ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☐ FULL TIME (e.g. Jan through Dec) (specify months of operation) from MAY to October
☐ SEASONAL/PART-TIME DAYS OF WEEK (e.g. Mon through Sat) from Thur to Saturday
☐ NON-OPERATIONAL/PARKED HOURS OF OPERATION (e.g. 10a - 2a) from 4pm to 9pm

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)
   (a) **OWN** the licensed building? ☒ YES (own)
   (b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☐ YES (lease)
   (c) **LEASE** is current and on file with the licensing authority & Liquor Division.
   If the lease is not current, please submit a copy pf the lease and indicate:
   (i) When the lease expires, located on page_____paragraph_____of lease.
   (ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page_____ paragraph_____of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)
(Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $_____(_____%)
(Line 2) Food Sales: $_____(_____%)
(Line 3) Gross Sales: $_____(_____%)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☐ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesale malt beverage license with the Liquor Division)

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
DONALD SUTOR PERKINS	[redacted]	[redacted]	[redacted]	YES ☒ NO ☐	YES ☐ NO ☒	YES ☐ NO ☒
RAYMOND NORMAN PILGRIM	[redacted]	[redacted]	[redacted]	YES ☒ NO ☐	YES ☐ NO ☒	YES ☐ NO ☒
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer**, **and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) SS.
COUNTY OF Teton)

Signed and sworn to before me on this 15th day of November, 20 21 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	Donald S Perkins	DONALD S. PERKINS	CLUB Manager
2)	Raymond N. Pilgrim	RAYMOND N. PILGRIM	FINANCE OFFICER
3)			
4)			

MARY A HURST
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 166083
MY COMMISSION EXPIRES: 10/06/2027

(SEAL)

Witness my hand and official seal: Mary A Hurst
Signature of Notary Public

My commission expires: 10/06/2027

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, L.L.C., L.L.P. and L.P Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: Raymond (First Name) NORMAN (Full Middle Name) PILGRIM (Last Name)

Date of Birth: [redacted] Driver License: [redacted] (State / Number)

Raymond N. Pilgrim
Applicant Signature

State of Wyoming)
) ss
County of Teton)

Subscribed and sworn to before me this 15th day of November, 2021.

Mary A Hurst
Notary Public or officer authorized to administer oaths

MARY A HURST
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 166083
MY COMMISSION EXPIRES: 10/06/2027

TOWN OF JACKSON
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Liquor License Application

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Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

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The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: DONALD (First Name) SUTOR (Full Middle Name) Perkins (Last Name)

Date of Birth: [redacted] Driver License: [redacted]
State / Number

Ronald S Perkins
Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 15th day of November, 2021.

MARY A HURST
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 166083
MY COMMISSION EXPIRES: 10/06/2027

Mary A Hurst
Notary Public or officer authorized to administer oaths

15/November/2021

Jackson Hole Post #43

Joseph Burke	Post Commander
David Hill	Post Adjutant
Donald Perkins	Second Vice Commander
Donald Perkins	Post Club Manager
Eric Helgoth	Sergeant at Arms
Ray Pilgrim	Post Finance Officer
Brice Hawtin	Post Chaplain

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: _____

License Fees

Annual Fee: $ 1514.00

Prorated Fee: $ _____

Transfer Fee: $ _____

Publishing Fee: $ 100.00

Date filed with clerk: 1 / 6 / 2022

Advertising Dates: (2 Weeks)
2/2/22 & 2/9/22

Hearing Date: 2 / 22 / 22

Publishing Fee Direct Billed to Applicant: ☐

License Term: 4 / 1 / 2022 (Month / Day / Year) Through 3 / 31 / 2023 (Month / Day / Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: ANNIE'S KITCHEN, LLC

Trade/Business Name (dba): ANNIE'S THAI KITCHEN

Building to be licensed/Building Address: 265 W BROADWAY AVE (Number & Street)

JACKSON (City) WY (State) 83001 (Zip) TETON (County)

Local Mailing Address: PO BOX 2635 (Number & Street or P.O. Box)

JACKSON (City) WY (State) 83001 (Zip)

Local Business Telephone Number: (307) 203-2442 Fax Number: (-) -

Business E-Mail Address: JAETPONG@GMAIL.COM

FILING IN (CHOOSE ONLY ONE)

☐ CITY OF: JACKSON

☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☒ LLC
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY (BAR)
☐ OFF-PREMISE ONLY (PACKAGE STORE)
☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☒ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY

☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☒ FULL TIME (e.g. Jan through Dec)
☐ SEASONAL/PART-TIME
☐ NON-OPERATIONAL/PARKED

(specify months of operation) from _____ to _____
DAYS OF WEEK (e.g. Mon through Sat) from _____ to _____
HOURS OF OPERATION (e.g. 10a - 2a) from _____ to _____

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)
   - (a) **OWN** the licensed building? ☐ YES (own)
   - (b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☒ YES (lease)
   - (c) **LEASE** is current and on file with the licensing authority & Liquor Division.

     If the lease is not current, please submit a copy pf the lease and indicate:

     (i) When the lease expires, located on page 1 paragraph 8 of lease.

     (ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page 3 paragraph 1 of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)
(Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $ 32,431.00 (3.12 %)
(Line 2) Food Sales: $ 1,010,569.48 (96.88 %)
(Line 3) Gross Sales: $ 1,043,000.48 (100.00 %)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☒ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesale malt beverage license with the Liquor Division)

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer**, **and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
JAETPONG RUETAITANANON	[redacted]	[redacted]	[redacted]	3	50%	YES ☐ NO ☒	YES ☐ NO ☒
[redacted]	[redacted]	[redacted]	[redacted]	3	50%	[redacted] NO ☒	[redacted] NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) SS.
COUNTY OF TETON *)*

Signed and sworn to before me on this 6 day of JANUARY, 2022 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)		JAETPONG RUETAITANANON	PRESIDENT
2)		MARAYART ATANYAGUL	VICE-PRESIDENT
3)			
4)			

SHELLIE M ARELLANO - NOTARY PUBLIC
COUNTY OF TETON (SEAL) STATE OF WYOMING
MY COMMISSION EXPIRES 5-2-24

Witness my hand and official seal:

Signature of Notary Public

My commission expires: 5-2-24

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

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Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: JAETPONG (First Name) _____ (Full Middle Name) RUETAITANANON (Last Name)

Date of Birth: [redacted] Driver License: [redacted]
State / Number

Applicant Signature

State of WYOMING)
)ss
County of TETON)

Subscribed and sworn to before me this 6 day of JANUARY, 2022.

(SEAL)

SHELLIE M ARELLANO - NOTARY PUBLIC
COUNTY OF TETON STATE OF WYOMING
MY COMMISSION EXPIRES 5-2-24

Notary Public or officer authorized to administer oaths

Rev 10/2020

Issued by:

WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES
2219 CAREY AVE
CHEYENNE, WY 82002

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 9952

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Issued to:

ANNIE'S THAI KITCHEN
265 W BROADWAY
JACKSON, WY 83001

ANNIE'S KITCHEN, LLC
WANTHIPHA JACLA
PO BOX 2635
JACKSON, WY 83001

EXPIRATION DATE:
11/27/2022

Director of Dept. of Ag

THIS LICENSE MUST BE CURRENT
AND POSTED CONSPICUOUSLY
AT THE PHYSICAL LOCATION

LEASE AGREEMENT
(CRT, Inc. / Annie's Kitchen, LLC)

This Lease Agreement (hereafter "Lease") is made and entered into to be effective October 1, 2019 by and between CRT, Inc., a Wyoming Corporation (hereafter "Landlord"), and Annie's Kitchen, LLC, a Wyoming limited liability company (hereafter "Tenant").

WITNESSETH:

WHEREAS, Landlord is the owner of that certain real property and improvements commonly known as the Jackson Hole Livery Building, located at 265 W. Broadway, Jackson, Teton County, Wyoming, and situated on Lots 17 and 18, Block 10, Original Townsite of Jackson, Teton County, Wyoming (the "Property"); and

WHEREAS, Tenant desires to lease the following portion of the Property, namely the east portion of the said building, encompassing approximately 2,000 sq. ft., and an adjacent second floor office space encompassing approximately 600 sq. ft. (hereafter, the "Leased Premises'"); and

WHEREAS. the parties hereto desire to enter into a written lease agreement providing the terms, covenants and conditions for the use and occupancy of the Leased Premises by Tenant; and

WHEREAS, the Leased Premises are ready for occupancy by Tenant.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, undertakings and benefits to the parties described herein, the parties agree as follows:

1. Lease of Leased Premises. Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord the Leased Premises according to the terms and conditions of this Lease. Tenant's lease shall include the non-exclusive right to use all common sidewalks, exterior and interior hallways and stairways, bathrooms and other commonly used areas. Common areas shall be maintained by Tenant and at Tenant's sole expense. Additional improvements and finishes by the Tenant shall be made only upon prior written approval by Landlord, at Tenant's sole expense. All Tenant improvements and finishes shall become part of the Leased Premises unless they can be removed without damage to the Leased Premises. All equipment and accessories on the premises, including but not limited to permanent fixtures such as the walk-in refrigeration system, overs, ranges and related ventilation system, are part of Leased Premises, and as such shall remain the property of the Landlord. No said equipment shall be discarded or otherwise disposed of by Tenant or others without Landlord consent. Maintenance of said equipment shall be at Tenant's discretion and expense.

2. Term of Lease. The term of the Lease shall be for three (3) years, commencing October 1, 2019 and terminating on September 30, 2022, unless sooner terminated or extended under the provisions of this Lease.

3. Rent. Tenant covenants and agrees to pay Landlord, annual base rent totaling [redacted], commencing October 1, 2019 and continuing the first day of each month thereafter, with rent adjustments as described further

herein. All payments shall be made payable to Landlord at P. O. Box 627, Jackson, Wyoming 83001, until directed otherwise.

4. Security Deposit. Tenant has previously delivered to a security deposit in the amount of [redacted]) to secure Tenant's obligations hereunder.

5. Rent Adjustment. Commencing with the first anniversary of the date of execution of this Lease, and each year thereafter, the amount of rent payable may at the election of Landlord, be adjusted in accordance with changes with the Cost of Living Index, as published by the Wyoming Department of Administration and Fiscal control for Northwest Wyoming, or a successor or substitute index appropriately adjusted, (hereinafter the "Index"). The Index is published twice per year. The average index for the previous year for the "housing" category shall be used in adjusting the base rent for each year. At Landlord's discretion, a rent adjustment may be made on each anniversary date of the Lease using a new annual base amount as set forth above. The percentage increase thus determined shall be multiplied by the rent amount for the new year payable by Tenant under this paragraph and the aggregate of this sum, as increased for previous years' adjustment shall represent the "increased bae rent" payable during the following year of this Lease.

   The additional annual rental determined in the manner set forth herein shall be divided and paid in twelve (12) equal monthly installments during each year the Lease is in effect. The Landlord may, at its option. elect to waive the rent adjustment for any year or years during the Lease term, but such waiver shall not constitute a waiver of the right to make rent adjustments in succeeding years during the Lease term.

   If at the time required for the determination of the additional rent, the Index is no longer published or issued, or if at the time the Landlord is of the opinion it does not accurately reflect, in relationship to the base month, the purchasing power of the initial annual rental, and the parties are unable to agree on the selection of an index which would most accurately carry out the intention hereof, or if there is a dispute with respect to the computation of the additional rent, then the issue with respect thereto shall be determined by a certified public accountant chosen by the parties.

   In no event shall the adjustments for changes in the cost of living reduce the rent below the base rent for each particular year as set forth herein.

6. Additional Rent: Tenant shall also pay monthly a pro rata share of Landlord's property tax and insurance on the premises. [redacted]. This amount is subject to change as Landlord's taxes and/or insurance premiums change.

7. Late Rent Charges. In the event any monthly rent payment is not paid within ten (10) days of the due date, a late charge of five percent (5%) of the rent payment shall be paid by Tenant. Additionally, said late rent payments shall automatically accrue interest at an interest rate of eighteen percent (18%) from the due date, which accrual of interest shall continue until the rent payment, together with accrued interest, is paid. Such interest shall begin to accrue automatically on all delinquent rent payments (not paid within the ten (10) day grace period) and shall be payable on demand without notice to Tenant.

8. Use of the Leased Premises. The use of the Leased Premises shall be restricted to the operation of a restaurant or such other uses as approved in writing by Landlord. Furthermore, the Leased Premises shall be used and occupied by Tenant in a careful, safe and proper manner. Tenant shall pay on demand for any damage to the Leased Premises caused by the misuse of same by it, its agents, employees, licensees and invitees. Tenant shall use the Leased Premises only for purposes not prohibited by the laws, regulation ns, covenants and ordinances of the United States, the State of Wyoming, Teton County and Town of Jackson. Tenant shall not use or keep any substance or material in or about the Leased Premises which may vitiate or endanger the validity of the insurance on the Leased Premises or increase the hazard of the risk. Tenant may serve alcoholic beverages on the leased premises so long Tenant complies with all applicable laws and regulations related to same.

9. Acceptance of Leased Premises. Tenant's taking possession of the Leased Premises shall be conclusive evidence as against the Tenant that the Leased Premises were in good and satisfactory condition when possession of same was taken. Tenant has inspected the Leased Premises and accepts the same in "as is" condition.

10. Subordination to Mortgage. This Lease shall be and is hereby made subordinate to any mortgages or other security instruments which may now or hereafter encumber the Leased Premises, and to all renewals, modifications. consolidations, replacements and extensions thereof. This clause shall be self-operative, and no further instrument of subordination need be required by any mortgagee or security holder. Tenant shall, at Landlord's request, promptly execute any appropriate estoppel certificate, subordination agreement or instrument that Landlord may reasonably request in this regard.

11. Utilities & Operating Expenses. Tenant shall pay for the use of all the water, sewage, electricity, gas, telephone. cable television, telecommunications, garbage and other utility services to or used by and in connection with the Leased Premises. Tenant shall establish and maintain all utilities accounts in its name. Tenant shall pay its pro rata share of non-metered utilities billable to the Property (e.g., water and sewer, natural gas for heating, etc.). Tenant or Landlord may request an audit of the common utilities usage to adjust the prorata percentage paid by Tenant to reflect the actual use of said common utilities by Tenant.

12. Repair and Maintenance. Tenant acknowledges that the Leased Premises are in good repair and working order. Tenant shall, at its sole expense, maintain the interior of the Leased Premises (including, without limitation, all electrical, plumbing and mechanical systems, windows and doors) in as good order and repair as it was at the date of the commencement of this Lease, reasonable wear and tear excepted. Landlord shall assign to Tenant, to the extent required to take advantage thereof, all builders' warranties, mechanical system warranties, guarantees, and all causes of action or any claims which might arise against architect, supplier, vendor or other who might be liable for an expense, cost, loss or damage that the Tenant is required to incur. Tenant shall not knowingly commit or willingly permit to be committed any act or thing contrary to the rules and regulations of any federal, state, municipal or quasi-governmental authority. Tenant shall permit Landlord, or its representatives, to inspect, upon reasonable advance notice, the Leased Premises and to make improvements to the Leased Premises as Landlord may now or hereafter deem to be

necessary and/or appropriate for the Leased Premises. All such improvements shall be done, so far as practicable, to avoid interference with Tenant's occupancy and use of the Leased Premises; provided that Tenant shall not be entitled to compensation for unavoidable interference with its occupancy and use.

13. Alterations. Landlord shall have the right at any time to enter the Leased Premises to make such additions, repairs or alterations as it may deem necessary or proper for the safety, improvement or preservation of the Leased Premises or the Property. Tenant shall make no alterations in or additions to the Leased Premises without first obtaining the written consent of the Landlord (which shall not be unreasonably withheld), and all additions or improvements made by Tenant shall be deemed a pait 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.

14. Insurance. Landlord shall maintain fire and extended "all-risk" coverage insurance upon the Property including the Leased Premises.

    Tenant shall maintain at its expense, fire and extended coverage insurance on all its personal property, including trade fixtures and on all additions and improvements made by Tenant not required to be insured by Landlord.

    Tenant shall. at Tenant's expense, maintain a policy or policies of comprehensive general liability insurance with the premiums thereon fully paid on or before due date, issued by and binding upon an insurance company with a Best Rating Guide A plus Class 15 Rating, such insurance to afford minimum protection of not less than a single limit of One Million Dollars ($1,000,000.00) in respect to personal injury and/or death to one or more persons and for property damage. The insurance policy shall name Landlord as an additional insured and shall cover all risks incident to Tenant's use of the Leased Premises and business in connection therewith.

    Tenant shall furnish Landlord with certificates and copies of all insurance policies to be maintained by Tenant with evidence of payment of the premiums thereon. All such insurance policies shall contain a clause or endorsement to the effect that they may not be terminated or materially amended during the term of this Lease except after fifteen (15) days written notice thereof to Landlord.

15. Assignment, Sublease and Mortgage by Tenant. Tenant shall not assign or create a security interest in, pledge or encumber this Lease or the Leased Premises. in whole or in part, or sublet the whole or permit the use of the whole or any part thereof by any sub-tenant. licensee or concessionaire, unless Tenant first obtains Landlord's written consent, which shall not be unreasonably withheld. In the event of any such assignment, subletting, licensing or granting of a concession, Tenant shall never-the-less remain liable for the performance of all the terms, conditions and covenants of this Lease (including, without limitation, the covenant to pay rent). If Landlord consents to a sublease or assignment hereunder, Tenant shall pay Landlord reasonable attorney's fees incurred in connection with giving such consent. Further, should Tenant receive rent or other consideration for the right to occupy the Leased Premises either initially or over the term of the assignment or sublease, in excess of the rent called for hereunder. or in case of the sublease of a portion of the Leased Premises for more than such rent is fairly allocable to such portion, Tenant

shall pay to Landlord as additional rent hereunder, one-half (1/2) of the excess of each such payment of rent or other consideration received by Tenant promptly after its receipt.

16. Signs. Tenant shall have the right to erect and maintain signs in, on or about the Leased Premises, provided that the same shall comply with governing laws, regulations, covenants and ordinances of the United States, State of Wyoming, County of Teton and Town of Jackson, and are approved in advance in writing by Landlord, said approval not to be unreasonably withheld.

17. Tenant's Covenants. Tenant covenants that it shall:

a. Comply with all laws, orders, regulations, rules, ordinances and covenants of any state or federal statute or local ordinance or regulation applicable to Tenant and/or its use of the Leased Premises.

b. Give to Landlord prompt written notice of any accident, fire or damage occurring on or to the Leased Premises.

c. Keep the Leased Premises sufficiently heated to prevent freezing of pipes, waterlines and fixtures.

d. Keep the Leased Premises orderly, clean, sanitary and free from objectionable odors and insects, vermin, pets, pests or nuisances.

e. Do all things reasonably possible to prevent the filing of any mechanics' or other liens against the Leased Premises or any part thereof by reason of work, labor, services or materials furnished or claimed to have been furnished to Tenant, or anyone holding the Leased Premises or any part thereof, through or under Tenant. If any such lien shall be filed against the Leased Premises. Tenant shall either cause the same to be discharged of record within twenty (20) days after the date of the filing of same, or if the Tenant, in Tenant's discretion and in good faith, determines the lien should be contested. Tenant shall furnish such security as may be necessary or required to prevent any foreclosure against Tenant's or Landlord's interest in the Leased Premises. If Tenant shall fail to discharge such lien within such period, or fail to furnish adequate sec urity, then in addition to any other right of remedy of Landlord, Landlord may, but shall not be obligated to, discharge the lien either by paying the amount claimed to be due or by procuring the discharge of such lien by obtaining security or in an y other manner available to Landlord. Nothing herein contained shall imply any consent or agreement on the part of Landlord to subject Landlord's interest in the Leased Premises to liability under any mechanics· or other lien law.

f. Repay Landlord, as additional rent, on demand, all sums disbursed or deposited by Landlord pursuant to the provisions of this Section 16 (a) - (h), including Landlord's costs, expenses and reasonable attorneys· fees incurred by Landlord in connection therewith.

g. Permit no one other than employees. agents, servants and business invitees to remain in or loit er upon the Leased Premises.

h. Comply with all reasonable rules and regulations that may be established, from time to time, by Landlord. Tenant covenants that it shall not do or suffer to be done anything objectionable to the fire insurance companies, whereby the fire insurance or any other insurance now in force or hereafter to be placed on the Leased Premises or any part thereof shall become void or suspended, or be rated as a more hazardous risk than at the date when Tenant receives possession hereunder. In the event of breach of this covenant. in addition to all other remedies of Landlord, Tenant shall pay to Landlord as additional rent any increase in insurance premiums.

17 Landlord's Covenant of Quiet Enjoyment. The Landlord covenants that the Tenant, upon paying the rentals and performing the covenants upon its part to be performed herein, shall peacefully and quietly have, hold and enjoy the Leased Premises during the term of this Lease.

18 Damage or Destruction to Leased Premises. If the Leased Premises shall be damaged by fire, the elements, unavoidable accident or other casualty, without the fault or negligence of Tenant, or Tenant's servants. employees, agents, visitors. licensees, invitees. or sub-tenants, and the Leased Premises are not thereby rendered untenantable in whole or in part, Landlord shall, at Landlord's expense, cause such damage to be repaired, and the rent shall not be abated. If, because of such occurrence, the Leased Premises shall be rendered untenantable only in part, Landlord shall promptly cause the damage to be repaired and the rent, during such period of repair, shall be abated proportionately to the portion of the Leased Premises rendered untenantable. If, because of such occunence, the Leased Premises shall be rendered wholly untenantable, Landlord shall cause such damage to be repaired and the rent, during such period of repair, shall be abated in whole. There shall be no extension of the term of this Lease by reason of such abatement.

Notwithstanding the foregoing provisions, if the Leased Premises shall be rendered wholly untenantable by reason of such occurrence and the Leased Premises cannot be repaired within nine (9) months from the date such damage occurs, Landlord or Tenant shall, at their option. have the right to declare the balance of the term of this Lease to be null and void.

If any such damage or destruction occurring to the Leased Premises, whether partial or complete, shall occur as the result of the fault or any negligence of Tenant or Tenant's servants, employees, agents, business invitees, licensees or sub-tenants, there shall be no apportionment or abatement of rent during the term of this Lease.

19. Default by Tenant. The Tenant agrees to observe and perform the conditions and covenants set forth in this Lease, and further agrees that if default be made in the payment of any rent and such payment default continues for ten (10) days following the due date for such payment, or if Tenant shall fail to observe or perform any of the other conditions or covenants and such other default shall continue for more than thirty (30) days after written notice of such default, then and in that event, and as often as the same may happen, it shall be lawful for Landlord, at its election, with or without previous notice, to terminate this Lease or to re-enter and repossess itself of the Leased Premises without termination, with or without legal proceeding, using such force as may be necessary, and to remove therefrom any personal property belonging to Tenant without prejudice to any claim for

rent or for breach of the covenants hereof, or without being guilty of any manner of trespass or forcible entry and detainer. The foregoing described rights shall be non-exclusive and shall be in addition to any and all of the rights and remedies Landlord may have pursuant to governing law.

20. Payment after Termination. No payments of money by Tenant to Landlord after the termination of this Lease, in any manner or after the giving of any notice by Landlord to Tenant shall reinstate, continue or extend the term of this Lease or affect any notice given to Tenant prior to the payment of such money.

21. Abandonment of Leased Premises. If Tenant shall abandon or vacate the Leased Premises before the end of the term of this Lease the Landlord may, at its option and without notice to Tenant, enter the Leased Premises, and re-let the same, or any part thereof, as it may see fit, without thereby voiding or terminating this Lease. For purposes of such re-letting, Landlord is authorized to make any repairs, changes, alterations or additions in or to the Leased Premises, as may, in the sole discretion of Landlord, be necessary or desirable for the purpose of such re-letting, and if a sufficient sum shall not be realized from such re-letting each month to equal the monthly rental under the provisions of this Lease, then Tenant agrees to pay such deficiency. Landlord agrees to use his best efforts to maximize rents arising from any such re-letting.

22. Indemnification. Tenant shall indemnify Landlord and save it harmless from and against any and all claims, actions, damages. liability and expense in connection with loss of life, personal injury or damage to property occurring in or about, or arising out of or from the Leased Premises and adjacent sidewalks and loading areas, or the occupancy or use of the Leased Premises by Tenant or its sub-tenants, or occasioned wholly or in part by any act or omission of Tenant, its agents, licensees, business invitees, concessionaires, contractors, customers, employees or sub-tenants. If Landlord is made a party to any litigation commenced by or against Tenant, its agents, licensees, business invitees, concessionaires. contractors, customers, employees or sub-tenants, Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by Landlord in connection with such litigation.

23. Attorney's Fees. In the event either party shall find it necessary to obtain the services of an attorney to enforce any of the covenants and conditions of this Lease, the prevailing party shall be entitled to reimbursement for all costs and expenses, including reasonable attorneys' fees. whether or not litigation is commenced.

24. Trade Fixtures. Trade fixtures installed by Tenant in the Leased Premises shall remain the property of the Tenant and shall be removable at any time by it on or before the termination of this Lease by lapse of time or otherwise. Any damage caused to the Leased Premises that is the result of such removal shall be repaired by Tenant at its expense. Any such trade fixtures not removed at or prior to the termination shall become the property of Landlord. Lighting fixtures, whether or not installed by Tenant, shall not be removable at the expiration or earlier termination of this Lease, and shall become the sole property of Landlord.

25. Landlord's Access. Landlord and its agents. employees or other representatives may enter the Leased Premises at any reasonable time after reasonable notice for the purpose of (a)

inspecting the Leased Premises to ascertain Tenant's compliance with the terms and conditions of this Lease, (b) in order to make repairs, additions or alterations as the Landlord deems necessary, (c) to post notices of non-responsibility under mechanics· lien law, (d) to exhibit the Leased Premises for sale, lease or mortgage financing, or (e) for any other reasonable purposes.

26. Notices. Any notices required or permitted to be given or served by either party to the other shall be deemed to have been duly given or served there if in writing and forwarded by certified mail, postage prepaid, return receipt requested, to the respective addresses set forth below. Such notices shall be deemed given upon mailing of same.

Tenant:

Annie's Kitchen, LLC
P. O. Box 2635
Jackson, WY. 83001

Landlord:

CRT, Inc.
P. 0. Box 627
Jackson, WY 83001

27. Amendment or Modification. Tenant acknowledges and agrees that it has not relied upon any statement, representation, agreement or warranty. except such as are expressly stated herein. and that no amendment or modification of this Lease shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Lease.

28. Memorandum of Lease. The parties may execute a short-form memorandum of this Lease in recordable form which may, at either party's option and cost, be placed of record in the Teton County real estate records.

29. No Partnership. No partnership or joint venture is created by this Lease. The Landlord and Tenant shall be construed to be that relationship of landlord and tenant only.

30. No Set-off. Tenant may not set off against rent or other sums due here under any claims that Tenant has or thinks it may have against the Landlord.

31. Venue and Waiver of Jury Trial. The parties hereto agree that venue of any legal action filed relating to this Lease shall be in the District Coml of Teton County, Wyoming, Ninth Judicial District. except that any action for forcible detainer (eviction) shall be in the Justice of the Peace Court of Teton County. Further provided that in the event Landlord should bring an action under the forcible detainer law. the Tenant agrees that demand for a jury trial would have the effect of creating an unnecessary delay in taking advantage of what is intended to be a summary proceeding and, accordingly, as a material consideration for Landlord's agreement to enter into this Lease, Tenant hereby waives any jury trial and agrees that it will not demand a trial by jury in such event.

32. Estoppel Certificate. Tenant shall, at any time upon not less than fifteen (15) days prior to written notice from Landlord, execute, acknowledge and deliver to Landlord a statement

in writing certifying that this Lease is unmodified and in full force and effect (or if modified, stating the nature of such modification), the amount of any security deposit, and the date to which the rent and other charges are paid in advance, and acknowledging that there are not, to tenanf s knowledge, any uncured defaults on the part of the Landlord hereunder , or specifying any such default if any. Tenant shall also acknowledge other matters concerning the Lease requested by Landlord. Failure to provide such estoppel certificate shall constitute a material breach of this Lease. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrancer of the Leased Premises.

33. Miscellaneous.

a. Time is of the essence. No waiver of any breach of any one or more of the conditions or covenants in this Lease by Landlord shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder.

b. This Lease and its provisions shall be construed and enforced in accordance with and pursuant to governing Wyoming law.

c. The headings used in this Lease are for convenience only and are not to be used in its construction.

d. Whenever used, the singular shall include the plural, the plural the singular and the use of any gender shall include all genders.

e. If there is more than one person comprising the Tenant, the covenants, agreements, unde rtakings, and obligations hereunder shall be the joint and several obligations of all such persons.

f. This Lease may be executed in multiple counterparts, each of which shall be deemed to be an original.

IN WITNESS WHEREOF, the parties hereto have executed this Lease to be effective as of the day and year first above written.

LANDLORD: CRT, Inc.

By: _____
William A. Field, President

TENANT: Annie's Kitchen, LLC

By: _____

Its: Manager

PERSONAL GUARANTY OF LEASE

In consideration for Landlord's agreement to enter into that certain Lease Agreement ("Lease") to which this Guaranty of Lease is attached, I, Marayart Atanyagul (hereinafter occasionally referred to as "Guarantor"), do hereby unconditionally, personally guarantee the full payment by Tenant to Landlord, its successors and assigns, of all rent and all other sums due under the Lease in the manner and at the times specified therein, and the faithful performance by Tenant of all terms, covenants, and conditions of the Lease.

I agree that my obligations under this guaranty shall not be affected by any deviation from or alteration of the terms, covenants, or conditions of the Lease or by any permitted assignment or subletting of all or any part of the interest of Tenant in the Lease.

I agree that this guaranty shall not be released, extinguished, modified or in any way affected by failure on the part of Landlord to enforce any or all of the rights or remedies of Landlord, whether pursuant to the terms of the Lease or at law or in equity.

I consent that Landlord may from time to time extend the time for performance or otherwise modify, alter or change the Lease and any and all of its provisions and may extend the time for payment of the rental and all other sums hereby guaranteed and may receive and accept notes, checks, and other instruments for the payment of money made by Tenant and extensions and renewals thereon without in any way releasing or discharging me from my obligations under this guaranty.

I hereby waive notice of any default by Tenant in the payment of any of the rental or other sums or performance by Tenant of the terms, covenants, and conditions of the Lease.

I hereby waive notice of presentment of any such note or notes and/or notice of default in the payment thereof at maturity and/or protest or notice of protest thereof.

I further consent that it shall not be necessary for Landlord, in order to enforce this guaranty, to institute suit or exhaust Landlord's legal remedies against Tenant, or apply exhaust any security held by Landlord to secure Tenant's performance under the Lease. This guaranty may be immediately enforced against me upon any default by Tenant under the Lease.

I further agree to pay, in addition to all sums that may become due under the Lease, all attorney fees and costs and expenses of enforcement of the Lease and this guaranty, including without limitation service of process, filing fees, court and reporter costs, investigative costs, appraisal fees, expert witness fees, and the cost of any bonds, whether otherwise taxable or not, incurred by the Landlord:

(i) in any action or proceeding pertaining to the Lease and this guaranty and the rights and obligations of the respective parties in their capacities as Tenant, Landlord, or Guarantor;

(ii) in any action or proceeding pertaining to both the Lease and any other obligation or indebtedness of Tenant to Landlord;

(iii) to obtain a judgment against Guarantor and/or Tenant for all or any portion of the obligations and indebtedness guaranteed;

(iv) in enforcing any judgment which may be obtained in such proceeding, or any appeal from such proceeding, and

(v) in representing Landlord in bankruptcy or any other insolvency proceedings, whether under federal bankruptcy laws or state insolvency laws, initiated by or against Guarantor and/or the Tenant.

This guaranty is executed in Jackson, Wyoming. I agree that it shall be construed in accordance with the laws of the State of Wyoming, excepting Wyoming's law regarding choice of law, and that the Courts of the State of Wyoming and the Federal Courts of the United States located in the State of Wyoming shall have sole and exclusive jurisdiction over any dispute, claim, or controversy which may arise involving this guaranty or its subject matter. I irrevocably submit and consent to such jurisdiction and waive any right to seek a change of jurisdiction or venue.

This guaranty shall inure to the benefit of and be binding upon the Landlord and me, and our respective heirs, beneficiaries, legal representatives, successors, and assigns.

I understand that this is a continuing guaranty and shall only terminate upon payment by Tenant of all rental and other sums under the Lease and upon performance by Tenant of all its duties and obligations under the Lease.

I have executed this guaranty at Jackson, Wyoming, effective as of October 1, 2019.

By: _____
Marayart Atanyagul, individually

ADDENDUM TO LEASE AGREEMENT

This Addendum to Lease Agreement ("Addendum") is made and entered into to be effective October 1, 2019 by and between CRT, Inc., a Wyoming Corporation (hereafter "Landlord"), and Annie's Kitchen, LLC, a Wyoming limited liability company (hereafter "Tenant").

RECITALS

Landlord and Tenant signed a Lease Agreement effective October 1, 2019, which is attached to this Addendum ("the Lease").

Landlord and Tenant had orally agreed that the Lease would contain an option for Tenant to renew the Lease on certain terms, but due to an oversight that provision was not included in the Lease signed by Landlord and Tenant.

Landlord and Tenant desire to add the provision granting Tenant the option to renew the Lease via this Addendum.

THEREFORE, in consideration of the forgoing recitals, and the mutual promises and covenants contained in the Lease and in this Addendum, Landlord and Tenant agree to add the following provision to the Lease:

34. Option to Renew Lease: Provided that (i) this Lease has not been previously terminated for any reason, and (ii) Tenant has duly and punctually complied with all the terms and conditions of this Lease, and (iii) Tenant is not in default of the Lease, Tenant, on or before July 31, 2022, may provide written notice to Landlord of Tenant's desire to renew the Lease for one (1) additional three (3) year term, commencing on October 1, 2022 and terminating on September 30, 2025. Failure by Tenant to provide Landlord with timely notice shall be deemed as a waiver by Tenant of any right to renew this Lease. Within ten (10) days' of Tenant's notice, Landlord shall notify Tenant of the new Base Rent, which Base Rent shall be consistent with fair market rents for similarly situated premises, but in no case shall such Base Rent be less than the then current Base Rent. Tenant shall have ten (10) days from the date of Landlord's notice to agree to renew at such Base Rent amount. Failure of Tenant to notify Landlord within such 10-day period shall be deemed a disagreement by Tenant and a waiver of its right to renew the Lease. Upon Tenant's notice of its agreement to the new Base Amount, renewal of this Lease shall be on the date set forth above, and all terms and conditions of the Lease shall be as provided herein, with the Base Rent as set forth in Landlord's notice, and the commencement and termination dates as set forth above.

Except as specifically amended by this Addendum, all other provisions of the Lease shall remain in full force and effect.

SIGNATURES INTENTIONALLY APPEAR ON THE FOLLOWING PAGE.

WITNESS OUR HANDS effective the date first set forth above.

LANDLORD: CRT, Inc.

By: _____
William A. Field, President

TENANT: Annie's Kitchen, LLC

By: _____

Its: Manager

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION
Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information

Please note that this form CANNOT be submitted in place of your Annual Report.

Name	Annie's Kitchen, LLC
Filing ID	2019-000878284
Type	Limited Liability Company
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Wyoming	Filing Date	09/30/2019 9:19 AM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Principal Address

265 W. Broadway
Jackson, WY 83001

Mailing Address

P.O. Box 2635
Jackson, WY 83001

Registered Agent Address

Marayart Atanyagul
265 W Broadway
Jackson, WY 83001

Parties

Type	Name / Organization / Address
Organizer	Marayart Atanyagul P.O. Box 2635, Jackson, WY 83001

Notes

Date	Recorded By	Note

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: 116

License Fees

Annual Fee: $ 1500.00

Prorated Fee: $ _____

Transfer Fee: $ _____

Publishing Fee: $ 100.00

Publishing Fee Direct Billed to Applicant: ☐

Date filed with clerk: 1 / 3 / 22

Advertising Dates: (2 Weeks) 2/2/22 & 2/9/22

Hearing Date: 2 / 22 / 22

License Term: 4 / 1 / 22 (Month / Day / Year) Through 3 / 31 / 23 (Month / Day / Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: Anvil Hotel Partners LLC

Trade/Business Name (dba): Glorietta

Building to be licensed/Building Address: 242 N. Glenwood St. (Number & Street)

Jackson (City) WY (State) 83001 (Zip) Teton (County)

Local Mailing Address: PO Box 4486 (Number & Street or P.O. Box)

Jackson (City) WY (State) 83001 (Zip)

Local Business Telephone Number: (307) 733-3608 Fax Number: (_____) _____

Business E-Mail Address: ewarner@eaglepointhotels.com ; rani@anvilhotel.com

FILING IN (CHOOSE ONLY ONE)

☒ CITY OF: Jackson

☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☒ LLC
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☒ ON-PREMISE ONLY (BAR)
☐ OFF-PREMISE ONLY (PACKAGE STORE)
☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

Open 10+ months/year. Closed part of April & most of November.

☐ FULL TIME (e.g. Jan through Dec)
☒ SEASONAL/PART-TIME
☐ NON-OPERATIONAL/PARKED

(specify months of operation) from _____ to _____

DAYS OF WEEK (e.g. Mon through Sat) from Sunday to Saturday

HOURS OF OPERATION (e.g. 10a - 2a) from 5pm to 10pm

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)

(a) **OWN** the licensed building? ☒ YES (own)

(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☐ YES (lease)

(c) **LEASE** is current and on file with the licensing authority & Liquor Division.

If the lease is not current, please submit a copy pf the lease and indicate:

(i) When the lease expires, located on page_____paragraph_____of lease.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page_____ paragraph_____of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

Anvil

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

switch 65/35

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)

(Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $ 1,787,728 (65 %)

(Line 2) Food Sales: $ 972,622 (35 %)

(Line 3) Gross Sales: $ 2,760,350 (100 %)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☒ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) (Requires wholesale malt beverage license with the Liquor Division) ☐ YES ☐ NO

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer, and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Erik Warner, Manager of LLC	[redacted]4	[redacted]	[redacted]	5	7.7%	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)

) ***SS.***

COUNTY OF Teton)

Signed and sworn to before me on this 13th day of December, 2021 that the facts alleged in the foregoing instrument are true by the following:

1) _____ (Signature) Erik Warner (Printed Name) Managing Member Title

2) _____ (Signature) _____ (Printed Name) _____ Title

3) _____ (Signature) _____ (Printed Name) _____ Title

4) _____ (Signature) _____ (Printed Name) _____ Title

CINTHIA H HERNANDEZ – NOTARY PUBLIC
COUNTY OF TETON (SEAL) STATE OF WYOMING
MY COMMISSION EXPIRES AUGUST 23, 2024

Witness my hand and official seal: Cinthia Hernandez
Signature of Notary Public

My commission expires: 8/23/2024

Anvil

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: Erik (First Name) Andrew (Full Middle Name) Warner (Last Name)

Date of Birth: [redacted] Driver License: [redacted] State / Number

Applicant Signature

State of WY)
)ss
County of Teton)

Subscribed and sworn to before me this 16th day of December, 2021.

(SEAL)

CINTHIA H HERNANDEZ – NOTARY PUBLIC
COUNTY OF TETON
STATE OF WYOMING
MY COMMISSION EXPIRES AUGUST 23, 2024

Cinthia Hernandez
Notary Public or officer authorized to administer oaths

Rev 10/2020

Issued by:

WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES
2219 CAREY AVE
CHEYENNE, WY 82002

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 1541

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Issued to:

GLORIETTA'S
242 N GLENWOOD
JACKSON, WY 83001

EXPIRATION DATE: 1/20/2022

FILAMENT HOSPITALITY
FILAMENT HOSPITALITY
PO BOX 486
JACKSON, WY 83001

Director of Dept. of Ag

THIS LICENSE MUST BE CURRENT AND POSTED CONSPICUOUSLY AT THE PHYSICAL LOCATION

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION
Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information


Please note that this form CANNOT be submitted in place of your Annual Report.

Name	Anvil Hotel Partners, LLC
Filing ID	2015-000695885
Type	Limited Liability Company
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Wyoming	Filing Date	09/30/2015 11:14 AM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Principal Address

372 Court Street
Floor 2
Brooklyn, NY 11231

Mailing Address

372 Court Street
Floor 2
Brooklyn, NY 11231

Registered Agent Address

Vcorp Services, LLC
1908 Thomes Ave
Cheyenne, WY 82001

Parties

Type	Name / Organization / Address
Organizer	Frontier Registered Agency Services LLC

Notes

Date	Recorded By	Note

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: 301

License Fees

Annual Fee: $ 3000.00

Prorated Fee: $ _____

Transfer Fee: $ _____

Publishing Fee: $ 100.00

Publishing Fee Direct Billed to Applicant: ☐

Date filed with clerk: 1 / 3 / 2022

Advertising Dates: (2 Weeks) 2/2/22 & 2/9/22

Hearing Date: 2 / 22 / 22

License Term: 4 (Month) / 1 (Day) / 22 (Year) Through 3 (Month) / 31 (Day) / 23 (Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: Benchmark Hospitality of Wyoming LLC

Trade/Business Name (dba): Snow King Resort

Building to be licensed/Building Address: 400 E. Snow King Avenue (Number & Street)

Jackson (City) WY (State) 83001 (Zip) Teton (County)

Local Mailing Address: Po Box 3520 (Number & Street or P.O. Box)

Jackson (City) WY (State) 83001 (Zip)

Local Business Telephone Number: (307) 733-5200 Fax Number: (307) 733-3261

Business E-Mail Address: GFRAGASSA@snowking.com

FILING IN (CHOOSE ONLY ONE)

☒ CITY OF: Jackson

☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☐ LLC
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY (BAR)
☐ OFF-PREMISE ONLY (PACKAGE STORE)
☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE
☒ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☒ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☒ FULL TIME (e.g. Jan through Dec)	(specify months of operation)	from _____	to _____
☐ SEASONAL/PART-TIME	DAYS OF WEEK (e.g. Mon through Sat)	from _____	to _____
☐ NON-OPERATIONAL/PARKED	HOURS OF OPERATION (e.g. 10a - 2a)	from _____	to _____

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)

(a) **OWN** the licensed building? NO ☐ YES (own)

(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☒ YES (lease) - YES

(c) **LEASE** is current and on file with the licensing authority & Liquor Division.

If the lease is not current, please submit a copy pf the lease and indicate:

(i) When the lease expires, located on page 1 paragraph 2 of lease.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page 2 paragraph 4 of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY: 2020

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)

(Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $ 415,852 (30 %)
(Line 2) Food Sales: $ 953,839 (70 %)
(Line 3) Gross Sales: $ 1,369,691 (100 %)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☒ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesale malt beverage license with the Liquor Division)

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer**, **and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF ~~WYOMING~~ TEXAS)
) SS.
COUNTY OF Montgomery)

Signed and sworn to before me on this 13th day of December, 2021 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)		Kirk Jones	CFO
2)			
3)			
4)			

RISA R. STONE
My Notary ID # 12236573
Expires December 7, 2024

(SEAL)

Witness my hand and official seal: Risa R Stone
Signature of Notary Public

My commission expires: 12/7/24

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: Kirk (First Name) Christopher (Full Middle Name) Jones (Last Name)

Date of Birth: [redacted]

State / Number

Applicant Signature

State of Texas)
)ss
County of Montgomery)

Subscribed and sworn to before me this 13th day of December, 2021.

(SEAL)

RISA R. STONE
My Notary ID # 12236573
Expires December 7, 2024

RisaRStone
Notary Public or officer authorized to administer oaths

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: Gregg (First Name) Alexander (Full Middle Name) Fracassa (Last Name)

Date of Birth: [redacted] Driver License: [redacted] (State / Number)

Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 14 day of December, 2021.

(SEAL)

Concepcion Vazquez - Notary Public
County of Teton | State of Wyoming
My Commission Expires December 20, 2021

Concepcion Vazquez
Notary Public or officer authorized to administer oaths

Issued by:

WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES
2219 CAREY AVE
CHEYENNE, WY 82002

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 9091

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Issued to:

HAYDENS POST
400 E SNOW KING AVE
JACKSON, WY 83001

JACKSON HOLE CONDO MANAGER, LLC
ATTN: DAVID KINGSTON
PO BOX 3520
JACKSON, WY 83001

EXPIRATION DATE:
12/17/2021

Director of Dept. of Ag

THIS LICENSE MUST BE CURRENT AND POSTED CONSPICUOUSLY AT THE PHYSICAL LOCATION

SECTION 6. Officers:

NAME	DOB	HOME ADDRESS	PHONE NO.	OWNERSHIP	CONVICTIONS
Alexis C. Cabanas	[redacted]	[redacted]	[redacted]	0%	N/N
Kirkland C. Jones	[redacted]	[redacted]	[redacted]	0%	N/N
Gregory W. Champion	[redacted]	[redacted]	[redacted]	0%	N/N
Theodore A. Davis	[redacted]	[redacted]	[redacted]	0%	N/N
Jeffrey S. McIntyre	[redacted]	[redacted]	[redacted]	0%	N/N
Karen A. Di Fulgo	[redacted]	[redacted]	[redacted]	0%	N/N

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION
Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information

Please note that this form CANNOT be submitted in place of your Annual Report.

Name	Benchmark Hospitality of Wyoming, LLC
Filing ID	2012-000623158
Type	Limited Liability Company
Status	Active

General Information

Old Name	BENCHMARK HOSPITALITY OF WYOMING INC	Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Wyoming	Filing Date	05/31/2012 2:15 PM
Term of Duration		Delayed Effective Date	
		Inactive Date	

Principal Address

1780 Hughes Landing Blvd
Suite 400
The Woodlands, Texas 77380

Mailing Address

1780 Hughes Landing Blvd
Suite 400
The Woodlands, Texas 77380

Registered Agent Address

C T Corporation System
1908 Thomes Ave
Cheyenne, WY 82001

Parties

Type	Name / Organization / Address
Organizer	Alex Cabanas

Notes

Date	Recorded By	Note

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: 279

License Fees

Annual Fee: $ 1514.00

Prorated Fee: $ _____

Transfer Fee: $ _____

Publishing Fee: $ 100.00

Publishing Fee Direct Billed to Applicant: ☐

Date filed with clerk: ____/____/____

Advertising Dates: (2 Weeks) 2/2/22 & 2/9/22

Hearing Date: 2 / 22 / 22

License Term: 4 / 1 / 22 (Month / Day / Year) Through 3 / 31 / 22 (Month / Day / Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: Big Hole BBQ Jackson LLC

Trade/Business Name (dba): Big Hole BBQ

Building to be licensed/Building Address: 325 W Pearl Ave. (Number & Street)

Jackson (City) WY (State) 83001 (Zip) Teton (County)

Local Mailing Address: Po Box 978 (Number & Street or P.O. Box)

Victor (City) ID (State) 83455 (Zip)

Local Business Telephone Number: (307) 264-1996 Fax Number: (____)

Business E-Mail Address: bigholebbq@hotmail.com

FILING IN (CHOOSE ONLY ONE)

☒ CITY OF: Jackson

☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☒ LLC
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY (BAR)
☐ OFF-PREMISE ONLY (PACKAGE STORE)
☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☒ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY

☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☒ FULL TIME (e.g. Jan through Dec)
☐ SEASONAL/PART-TIME
☐ NON-OPERATIONAL/PARKED

(specify months of operation) JAN – DEC

DAYS OF WEEK (e.g. Mon through Sat) from _____ to _____

HOURS OF OPERATION (e.g. 10a - 2a) from 11:30 AM to 9:00 PM

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)

(a) **OWN** the licensed building? ☐ YES (own)

(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☒ YES (lease)

(c) **LEASE** is current and on file with the licensing authority & Liquor Division. Yes

If the lease is not current, please submit a copy pf the lease and indicate:

(i) When the lease expires, located on page_____paragraph_____of lease.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page_____ paragraph_____of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)

(Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $ 226,379 (2.5 %)
(Line 2) Food Sales: $ 1,439,697 (97.5 %)
(Line 3) Gross Sales: $ 1,666,076 (100 %)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☒ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesale malt beverage license with the Liquor Division)

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer**, **and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Nick & Lindsey Jacob	[redacted]	[redacted]	[redacted]	5	80	YES ☐ NO ☒	YES ☐ NO ☒
Maya Crothers				5	20	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF ~~WYOMING~ Idaho)
) ***SS.***
COUNTY OF Teton)

Signed and sworn to before me on this 5 day of January, 2022 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	L Jacob	Lindsey Jacob	Owner
2)			
3)			
4)			

SARAH M BIEBER
Notary Public - State of Idaho
Commission Number 59679
My Commission Expires May 18, 2024

Witness my hand and official seal: Sarah M Bieber
Signature of Notary Public

(SEAL)

My commission expires: May 18 2024

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: Lindsey (First Name) Marie (Full Middle Name) Jacob (Last Name)

Date of Birth: [redacted]

State / Number

L Jacob

Applicant Signature

State of Idaho)
)ss
County of Teton)

Subscribed and sworn to before me this 5 day of January, 2022.

(SEAL)

SARAH M BIEBER
Notary Public - State of Idaho
Commission Number 59679
My Commission Expires May 18, 2024

Sarah M Bieber

Notary Public or officer authorized to administer oaths

Issued by:

WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES
2219 CAREY AVE
CHEYENNE, WY 82002

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 7153

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Issued to:

BIG HOLE BBQ
325 W PEARL ST
JACKSON, WY 83001

BIG HOLE BBQ LLC
BIG HOLE BBQ LLC
PO BOX 978
VICTOR, ID 83455

EXPIRATION DATE:
3/13/2022

Director of Dept. of Ag

THIS LICENSE MUST BE CURRENT AND POSTED CONSPICUOUSLY AT THE PHYSICAL LOCATION

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION
Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information


Please note that this form CANNOT be submitted in place of your Annual Report.

Name	Big Hole BBQ Jackson, LLC
Filing ID	2016-000720442
Type	Limited Liability Company
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Wyoming	Filing Date	07/18/2016 2:53 PM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Principal Address

PO Box 978
Victor, ID 83455

Mailing Address

PO Box 978
Victor, ID 83455

Registered Agent Address

Maya Crothers
3875 N Goatsbeard Rd
PO Box 1589
Wilson, WY 83014

Parties

Type	Name / Organization / Address
Organizer	Mike Crothers 3875 N Goatsbeard Rd, PO Box 1589, Wilson, Teton County, WY 83014

Notes

Date	Recorded By	Note

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk Local License #: 202

License Fees

Annual Fee: $ 1914.00 Date filed with clerk: 1/3/2022

Prorated Fee: $ _____ Advertising Dates: (2 Weeks)

Transfer Fee: $ _____ 2/2/22 & 2/9/22

Publishing Fee: $ 100.00 Hearing Date: 2/22/22

Publishing Fee Direct Billed to Applicant: ☐

License Term: 4 / 1 / 22 (Month / Day / Year) Through 3 / 31 / 23 (Month / Day / Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: BL Restaurant LLC

Trade/Business Name (dba): The Blue Lion

Building to be licensed/Building Address: 160 N. Millward (Number & Street)

Jackson (City) WY (State) 83001 (Zip) Teton (County)

Local Mailing Address: PO Box 7391 (Number & Street or P.O. Box)

Jackson (City) WY (State) 83001 (Zip)

Local Business Telephone Number: (307) 733-3912 Fax Number: ( )

Business E-Mail Address: nicole@bcrg.com

FILING IN (CHOOSE ONLY ONE)

☒ CITY OF: Jackson

☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL ☐ CORPORATION
☐ PARTNERSHIP ☐ LTD PARTNERSHIP
☐ LP/LLP ☐ ORGANIZATION
☒ LLC ☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY (BAR)
☐ OFF-PREMISE ONLY (PACKAGE STORE)
☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☒ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY

☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☒ FULL TIME (e.g. Jan through Dec) (specify months of operation) from _____ to _____
☐ SEASONAL/PART-TIME DAYS OF WEEK (e.g. Mon through Sat) from MON to SUN
☐ NON-OPERATIONAL/PARKED HOURS OF OPERATION (e.g. 10a - 2a) from 5:30 to 10PM

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)
   (a) **OWN** the licensed building? ☒ YES (own)
   (b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☐ YES (lease)
   (c) **LEASE** is current and on file with the licensing authority & Liquor Division.
   If the lease is not current, please submit a copy pf the lease and indicate:
   (i) When the lease expires, located on page_____paragraph_____of lease.
   (ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page_____ paragraph_____of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

(a) Gross sales figures and percentages of income derived from: (Line 1) Liquor Sales: $558,088.51 (28 %)
W.S.12-4-408(b) (Line 2) Food Sales: $1433409.80 (72 %)
(Line 1 + Line 2 must = Line 3) (Line 3) Gross Sales: $1991458.31 (100 %)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☒ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesale malt beverage license with the Liquor Division)

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer**, **and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
[redacted]	[redacted]	[redacted] 83001	[redacted]	1	50%	YES ☐ NO ☒	YES ☐ NO ☒
[redacted]	[redacted]	[redacted]	[redacted]	1	24.3%	YES ☐ NO ☒	YES ☐ NO ☐
[redacted]	[redacted]	[redacted]	[redacted]	1	[redacted]	[redacted] NO ☒	[redacted] NO ☒

(If more information is required, list on a separate piece of paper and attach to this application) continued →

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) SS.
COUNTY OF Teton)

Signed and sworn to before me on this 14th day of December, 2021 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	[signature]	Nicole Davis	Owner
2)			
3)			
4)			

David J. Peters - Notary Public
COUNTY OF TETON STATE OF WYOMING
MY COMMISSION EXPIRES JUNE 6, 2024

Witness my hand and official seal: [signature]
Signature of Notary Public

(SEAL) My commission expires: 6-06-24

Partners Continued...

Brooke Rice | [redacted]

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: Nicole (First Name) Lee (Full Middle Name) Davis (Last Name)

Date of Birth: [redacted] Driver License: [redacted] (State / Number)

Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 14th day of December, 2021.

(SEAL)

David J. Peters - Notary Public
COUNTY OF TETON
STATE OF WYOMING
MY COMMISSION EXPIRES JUNE 6, 2024

Notary Public or officer authorized to administer oaths

Rev 10/2020

Issued by:

WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES
2219 CAREY AVE
CHEYENNE, WY 82002

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 10914

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Issued to:

EXPIRATION DATE: 5/5/2022

BLUE LION
160 N MILWARD ST
JACKSON, WY 83001

BL RESTAURANT LLC
JOE RICE
PO BOX 7391
JACKSON, WY 83002

Director of Dept. of Ag

THIS LICENSE MUST BE CURRENT AND POSTED CONSPICUOUSLY AT THE PHYSICAL LOCATION

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION
Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information

Please note that this form CANNOT be submitted in place of your Annual Report.

Name	BL Restaurant, LLC
Filing ID	2020-000959792
Type	Limited Liability Company
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Wyoming	Filing Date	11/19/2020 4:03 PM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Principal Address

160 N Millward St.
Jackson, WY 83001

Mailing Address

P.O. Box 7391
Jackson, WY 83002

Registered Agent Address

Audrey P Cohen Davis
85 West Snow King Avenue
Jackson, WY 83001

Parties

Type	Name / Organization / Address
Organizer	Nicole Davis P.O. Box 12111

Notes

Date	Recorded By	Note

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: 121

License Fees

Annual Fee: $ 1900.00

Prorated Fee: $ _____

Transfer Fee: $ _____

Publishing Fee: $ 100.00

Date filed with clerk: 1 / 3 / 2022

Advertising Dates: (2 Weeks) 2/2/22 & 2/9/22

Hearing Date: 2 / 22 / 22

Publishing Fee Direct Billed to Applicant: ☐

License Term: 4 (Month) / 1 (Day) / 22 (Year) Through 3 (Month) / 31 (Day) / 23 (Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: Bochicchio Inc

Trade/Business Name (dba): Creekside Market + Deli

Building to be licensed/Building Address: 545 N. Cache St. # 8
Number & Street

Jackson (City) WY (State) 83001 (Zip) Teton (County)

Local Mailing Address: PO Box 7449
Number & Street or P.O. Box

Jackson (City) WY (State) 83002 (Zip)

Local Business Telephone Number: (307) 733-7926 Fax Number: (307) 734-4406

Business E-Mail Address: creeksidemarket@gmail.com

FILING IN (CHOOSE ONLY ONE)

☒ CITY OF: Jackson

☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☐ LLC
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY (BAR)

☐ OFF-PREMISE ONLY (PACKAGE STORE)

☒ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE

☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY

☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☒ FULL TIME (e.g. Jan through Dec) (specify months of operation) from _____ to _____

☐ SEASONAL/PART-TIME DAYS OF WEEK (e.g. Mon through Sat) from Mon to Mon

☐ NON-OPERATIONAL/PARKED HOURS OF OPERATION (e.g. 10a - 2a) from 6 to 8

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)

(a) **OWN** the licensed building? ☐ YES (own)

(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☒ YES (lease)

(c) **LEASE** is current and on file with the licensing authority & Liquor Division.

If the lease is not current, please submit a copy pf the lease and indicate:

(i) When the lease expires, located on page_____paragraph_____of lease.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page_____ paragraph_____of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)
(Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $_____(_____%)
(Line 2) Food Sales: $_____(_____%)
(Line 3) Gross Sales: $_____(_____%)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☐ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) (Requires wholesale malt beverage license with the Liquor Division) ☐ YES ☐ NO

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Sarah Bochicchio	[redacted]	[redacted]	[redacted]	YES ☒ NO ☐	YES ☐ NO ☒	YES ☐ NO ☒
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer, and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) SS.
COUNTY OF Teton *)*

Signed and sworn to before me on this 7th day of December, 20 21 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	SBochicchio	Sarah Bochicchio	President
2)			
3)			
4)			

MARY A HURST
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 166083
MY COMMISSION EXPIRES: 10/06/2027

Witness my hand and official seal: Mary A Hurst
Signature of Notary Public

(SEAL) My commission expires: 10-06-2027

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: Sarah (First Name) Korsten (Full Middle Name) Bocchicchio (Last Name)

Date of Birth: [redacted] Driver License: [redacted] (State / Number)

SBocchicchio
Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 7th day of December, 2021.

(SEAL)

MARY A HURST
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 166083
MY COMMISSION EXPIRES: 10/06/2027

Mary A Hurst
Notary Public or officer authorized to administer oaths

Issued by:

WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES
2219 CAREY AVE
CHEYENNE, WY 82002

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 11101

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Issued to:

CREEKSIDE MARKET
545 N CACHE
JACKSON, WY 83001

BOCHICCHIO INC.
SARAH BOCHICCHIO
BOX 7449
JACKSON, WY 83002

EXPIRATION DATE: 7/25/2022

Director of Dept. of Ag

THIS LICENSE MUST BE CURRENT AND POSTED CONSPICUOUSLY AT THE PHYSICAL LOCATION

COMMERCIAL LEASE AGREEMENT

This Agreement made and entered into this 30 day of November, 2021, by and between **Karl M. Johnson Foundation**, a Wyoming nonprofit corporation, owner of the real estate herein described and hereinafter referred to as the "Landlord" and **Bochicchio, Inc., a Wyoming corporation, dba Creekside Market,** hereinafter referred to as the "Tenant".

WITNESSETH that for and in consideration of the covenants and agreements hereinafter set forth to be kept and performed by the parties hereto, the said Landlord does hereby lease to Tenant that real estate and the improvements located thereon at 545 N. Cache Street, Units #7 and 8, Jackson, Wyoming 83001 hereinafter called the "leased property".

Said leased property consists of approximately 2808 square feet of space in the building located at 545 N. Cache Street, Units, #7 and 8, Jackson, Wyoming 83001.

Tenant's leased property of 2808 square feet consists of 23 percent of Landlord's building.

1. TERM. This Lease shall be for a term of two (2) years commencing on the 1st day of December, 2021 and terminating on the 30th day of November, 2023; both dates inclusive, unless sooner commenced or terminated as hereinafter provided.

2. RENT. During the term of this Lease, the Tenant shall pay to the Landlord an annual rental of [redacted], the Base Rental, in lawful money, to be paid in equal payments per month, to be paid on or before the 1st day of each month throughout the term of this Lease, beginning December 1, 2021. All rent payments shall be payable at the office of the Landlord or at such other place as the Landlord may designate in writing.

The monthly rental amount will be $3,510 per month.

3. RENEWAL, RENT ADJUSTMENT AND FEES. There are no renewal options. This lease may not be assigned without the written consent of the Landlord which may be withheld.

The Tenant will pay the aforesaid rent, without abatement, deduction, or setoff, and will also pay without notice, and without abatement, deduction or setoff, as additional rent, all sums, taxes, assessments, costs, expenses and other payments which the Tenant in any of the provisions of this Lease assumes or agrees to pay, and in the event of any nonpayment thereof, the Landlord shall have (in additional to all other rights and remedies) all the rights and remedies provided herein or by law in the case of nonpayment of the net rent.

Tenant hereby acknowledges that late payment by Tenant to Landlord of rent or other sums due hereunder will cause Landlord to incur costs not contemplated by this lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges, legal fees, and late charges which may be imposed on Landlord by the terms of any documents relating to loans to the Landlord, or other commitments to which the Landlord is subject. Accordingly, if any installment of rent or any other sum due from Tenant shall not be received by the Landlord or its designee within ten (10) days after such amount shall be due, Tenant shall pay to Landlord a late charge equal to ten percent (10%) of such overdue amount. The parties hereby agree that such late charge represents a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights and remedies granted hereunder. Additionally, for any amounts which remain unpaid after fifteen (15) days from the date due shall accrue interest at the rate of fifteen percent (15%) per annum until paid. No payment of such late charges or interest shall excuse or cure any default by Tenant under this Lease.

4. FIRST MONTH RENT. Upon the mutual execution of this Lease Agreement, the Tenant shall pay to the Landlord the sum of [redacted] for the month of December 2021.

5. SECURITY DEPOSIT. A Security Deposit in the amount of $_____ will be due upon the mutual execution of this Lease. Said deposit shall be held by Landlord, without liability for interest, as security for the faithful performance by Tenant of all of the terms, covenants, and conditions of this Lease by said Tenant to be kept and performed during the term hereof. If at any time during the term of this Lease, any of the rent herein reserved shall be overdue or unpaid, or should Tenant fail to sufficiently maintain and keep clean the leased premise, or should equipment or furnishings on the leased premises be damaged or destroyed and the same not be replaced by the Tenant as herein agreed, or any other sum payable by Tenant to Landlord hereunder shall be overdue or unpaid, then Landlord may, at the option of Landlord (the Landlord shall not be required to), appropriate and apply any portion of said deposit to the payment of any such overdue rent or other sums.

In the event of the failure of Tenant to keep and perform any of the terms, covenants and conditions of this Lease to be kept and performed by Tenant, then the Landlord at its option may appropriate and apply said entire deposit or so much therefore as may be necessary to compensate the Landlord for loss or damage sustained or suffered by the Landlord due to such breach on the part of the Tenant. Should the entire deposit, or any portion thereof, be appropriated and applied by Landlord for the payment of overdue rent or other sums due and payable as hereinabove set forth, then Tenant shall, upon the written demand of Landlord, forthwith remit to Landlord a sufficient amount in cash to restore said security to the original sum deposited, and Tenant's failure to do so within fifteen (15) days after receipt of such

demand shall constitute a breach of this Lease. Should the Tenant comply with all of said terms, covenants and conditions and promptly pay all of the rental herein provided for as it falls due, and all other sums payable by the Tenant to Landlord hereunder, and keep the premises sufficiently clean, and repair or replace any damaged or destroyed furnishings or equipment, and said deposit shall be returned in full to Tenant at the end of the term of this Lease, or upon earlier terminated of this Lease to be paid within thirty (30) days following the end or termination of this Lease.

Landlord may deliver the funds deposited hereunder by the Tenant to the purchaser of Landlord's interest in the leased premises, to be held subject to the terms hereof, in the event that such interest be sold and thereupon Landlord shall be discharged from any further liability with respect to such deposit.

6. ACCESS AND PARKING. The Tenant shall have at all times during the term or any extended term hereof, the right to quietly and peacefully use and enjoy the leased property free from any annoyance, hindrance or other interference of any kind of the Landlord or any agent of the Landlord, or by any other Tenant or any other person, except as hereinafter provided.

7. USE OF PREMISES. The Tenant shall use the premises for a market and delicatessen business or for such other purposes as may be approved by the Landlord from time to time in writing in advance of the commencement of such use. The Tenant shall not commit, or suffer to be committed, any nuisance or other act or thing against public policy, or which may disturb the quiet enjoyment of any other Tenant of the building. Tenant agrees not to deface or damage the building in any manner. Tenant agrees not to use or permit the use of the premises or any part thereof for any purpose prohibited by law, and Tenant agrees at its sole expense, to comply with and conform to all of the requirements of all governmental authorities having jurisdiction thereof, present or future, relating in any way to the conditions, use and occupancy of the premises throughout the entire term of this Lease or any extension thereof.

In addition to the foregoing, the Tenant shall not use or occupy nor permit the leased property or any part thereof to be used or occupied for any purpose deemed disreputable or extra hazardous or which would make void or voidable any insurance then in force with respect thereto or which would increase the premiums for or make it impossible to obtain fire or other insurance or which will cause or be likely to cause structural damage to the building or any parts thereof.

8. SURRENDER. Upon termination of this Lease, the Tenant shall leave the premises in as good condition and repair as it is at the date of commencement of this Lease, reasonable wear and tear excepted. Tenant shall remove all furniture and movable trade fixtures on or before the end of the lease term. All non-movable trade fixtures, carpeting and light fixtures shall not be removed without Landlord's consent.

9. ALTERNATIONS AND IMPROVEMENTS. No alteration, addition, or improvement to the leased property shall be made by the Tenant without the prior

written consent of the Landlord. Any alternation, addition, or improvement made by the Tenant after such consent shall have been given, and any fixtures installed as part thereof, shall at the Landlord's option become the property of the Landlord upon the expiration or other sooner termination of this lease; provided, however, that the Landlord shall have the right to require the Tenant to remove such fixtures at the Tenant's cost upon such termination of this lease.

All alternations of or additions to the premises except movable trade fixtures and equipment shall take place under the supervision of the Landlord. Tenant shall keep the premises and the improvements thereon free and clear of all liens arising out of or claimed by reason any work performed, materials furnished or obligations incurred by or at the instance of Tenant and indemnify and save the Landlord and the premises and the building harmless of all such liens or claims of lien and all attorney's fees and other costs and expenses incurred by reason thereof.

10. ACCEPTANCE OF PREMISES. Tenant, prior to executing this Commercial Lease Agreement shall have a full opportunity to examine the leased property and hereby agrees to accept the premises "AS IS". The Tenants' acceptance of occupancy of the same constitutes Tenant's acknowledgement that it is unaware that there is in or about the said leased property anything dangerous to life or health, and that the same appear to be free from defects and in good, clean and sanitary order, condition and repair, and Tenant hereby waives any claim for damages that may result from any defects in the leased property arising after occupancy or after the date of this Lease.

11. REPAIR AND MAINTENANCE. The Tenant shall, during the term of this Lease and any renewal or extension thereof, at its sole expense, keep the leased premises in at least as good order and repair as it is at the time of the commencement of this Lease, reasonable wear and tear and damage by accidental fire or other casualty excepted. It being the intent of the parties that the Tenant shall pay for general maintenance and upkeep of the premises including leaking faucets, repainting, clogged or frozen sewer and water lines caused by the neglect of Tenant (and damage resulting therefrom), broken windows, etc. The Tenant shall maintain all portions of the leased premises and adjoining areas, particularly the stairways, walkways, and boardwalk, in a clean and orderly condition, reasonably free of rubbish, obstructions, snow and ice, and otherwise in a high condition of repair and safety. Tenant agrees to maintain any existing exterior lighting so as to further assure the safe usage by any and all parties who may have occasion to use them. Landlord shall be responsible for the structural integrity of the building and for all major repairs for existing electrical, plumbing or building structure.

Policing for the premises shall be the sole responsibility of the Tenant. Tenant shall be responsible for all door, lock and glass repair. Tenant shall provide for the care and upkeep of the premises and the grounds immediate thereto, and shall keep the

premises neat, clean and clear or trash, rubbish of any kind, and walkways free and clear of ice and snow.

Tenant shall give to Landlord prompt written notice of any accident to, or any defects in the leased property, and shall first obtain the written consent of Landlord prior to making any substantial repairs or alterations to the premises.

In the event fire or other events damage the building or leased space, and such is caused by the Tenant or is a result of Tenant's activities, and should the Landlord choose to have the damage repaired, the rental shall not abate during such time as the premises are repaired or rebuilt. Should the building or leased premises be damaged or destroyed by causes not attributed to the Tenant, the Landlord shall have the discretion to either have the damage repaired by the at fault party, or to terminate this Lease Agreement if the damage is so extensive as to require major reconstruction of the structure or appearance of the building.

12. UTILITIES. The Tenant shall pay any charges incurred in the use of electricity, gas, telephone, water, sewer, snow removal, plowing, etc., or any other utility service in connection with this Agreement. Tenant will arrange to have the utilities placed in its name and will be billed directly by the utility.

13. RIGHT OF ENTRY. The Landlord or its agents shall have the right to enter upon the leased premises at all reasonable times upon reasonable notice in order to examine the leased property, to show it to prospective purchasers or Tenants, or to make such repairs, alterations, improvements or additions as the Landlord may deem necessary or desirable and at any time for the enforcement of this Lease Agreement and for the protection of any of the Landlord's property. The rent reserved shall not abate while repairs, alterations, improvements or additions are being made, whether by reason of loss or interruption of the business of Tenant or otherwise. During the sixty (60) days prior to the expiration of the term of this Lease or any renewal term, the Landlord may place upon the leased property the usual notices "For Rent" or "For Sale", which notices the Tenant shall permit to remain thereon without interference.

14. TAXES. The Landlord shall pay all real estate taxes assessed for the leased premises, and any and all other governmental charges, assessments or taxes payable in respect of the leased property or any part hereof, and Tenant shall be liable for taxes levied against personal property, trade fixtures and other property placed by the Tenant in, on, or about the leased property.

15. INSURANCE. The Tenant will provide and keep in force for the benefit of the Landlord insurance covering general accident, public liability occasioned by accident, fire, property damage or disaster, in a sum not less than $500,000.00 per person, $1,000,000.00 per accident for bodily injury and $500,000.00 for property damage. The Tenant shall deposit with the Landlord certificates of all such insurance policies obtained at or prior to the commencement of the term of this Lease, and copies of all insurance policies obtained at any time thereafter during the term of this Lease.

All such policies, including said policies referred to immediately below, shall provide that the same may not be cancelled without at least ten (10) days prior notice to the Landlord.

The Landlord may obtain casualty, fire and extended coverage insurance in an amount equal to at least the full insurable value of the building, or it may elect to self insure. Tenant shall at is sole cost and expense obtain fire and extended coverage on all Tenant's building contents, inventory, furniture, furnishings, fixtures, equipment and all other property removable by Tenant under provisions of this Lease less any required standard co-insurance requirements. The Tenants shall advise the Landlord promptly as to the coverage or language of the clauses included in its insurance policies pursuant to this paragraph and shall notify the Landlord promptly of any cancellation or change of the terms of any such policies which would affect such clauses. In the event that the Tenant shall fail to deliver to the Landlord certificates of all such insurance obtained, or copies of policies thereof, the Landlord may cause such insurance to be issued and bills for the premiums therefore shall be rendered by the Landlord to the Tenant and may be added by the Landlord to the base rent under this Agreement.

16. SIGNS. The Tenant shall have the right to install a sign(s) at Tenant's place of business, but the location, size and character of the sign shall be subject to written approval by the Landlord. Landlord may limit the type of sign to be installed and its location. All signs shall be in strict compliance with the rules and regulations of the Town of Jackson.

17. COVENANTS OF QUIET ENJOYMENT. The Landlord covenants that the Tenant, upon paying the rentals and performing the covenants upon its part to be performed hereunder, shall peaceably and quietly have, hold and enjoy the premises hereby leased during the term hereof.

18. NEGATIVE COVENANTS OF THE TENANT. The Tenant covenants that it shall not do any of the following without the prior consent in writing of the Landlord:

a. Do or suffer to be done, anything objectionable to the fire insurance companies whereby the fire insurance or any other insurance now in force or hereafter to be placed on the leased property or any part thereof or on the building of which the leased property may be a part, shall become void or suspended, or be rated as a more hazardous risk than at the date when the Tenant receives possession hereunder. In case of a breach of this covenant, in addition to all other remedies of the Landlord hereunder, the Tenant shall pay to the Landlord as additional base rent, any increase of premiums on insurance carried by the Landlord on the leased property, or any part thereof, or in the building of which the leased property may be a part, caused in any way by the occupancy of the Tenant or by its operation of a business within the leased property or by its sub-Tenants.

b. Commit or suffer to be committed by any person any waste upon the leased property or any nuisance or other act which may disturb the quiet enjoyment of any adjoining property owners.

19. INDEMNIFICATION. The Tenant shall indemnify the Landlord and its employees and save them harmless from and against any and all claims, actions, damages, liability and expenses (including attorney's fees related thereto) in connection with the loss of life, personal injury, fire or damage to property occurring in, on or about, or arising out of or from the leased premises and adjacent sidewalks, stairways, parking lots or other similar common areas, or the occupancy or use of the leased property by the Tenant or its sub-Tenants, agents, licensees, invitees, guests, customers, etc., or occasioned wholly or in part by any act or omission of the Tenant, its agents, licensees, invites, contractors, customers, employees or sub-Tenants so long as the same were not proximately caused by the gross, active negligence or willful conduct of the Landlord or its agents, employees or servants. Tennant shall further be liable for all damage caused to the property of Landlord and its other Tenants for any and all damages arising out of the operation of Tenants business on the leased premises.

20. TENANT'S PROPERTY.

a. The Tenant shall be responsible for and shall pay before delinquency, all municipal, county or state assessments and taxes during the terms of this Lease against the leasehold property and against any leasehold interest or personal property of any kind, owned by or placed in, upon or about the leased property by the Tenant.

b. The Landlord shall not be liable for any damage or loss to property of the Tenant or of others located on the leased property by theft or otherwise. The Landlord shall not be liable for any damage caused by other Tenants or persons in the leased property, occupants of adjacent property, or the public, or caused by operations in construction of any private or public work.

21. FIXTURES. All moveable fixtures including trade fixtures installed by the Tenant in the leased property shall remain the property of the Tenant and shall be removable at any time by it on or before the termination of this Lease. Any damage caused to the leased property as a result of such removal by the Tenant shall be repaired by Tenant at its own expense. Any such fixtures not removed at or prior to such termination may, at Landlord's option, become the sole property of the Landlord.

22. NON-ASSIGNMENT. Tenant shall not assign, mortgage, hypothecate or otherwise encumber this Lease or any interest therein, nor sublet or permit the leased premises or any part thereof to be used by any other person, firm, corporation or other entity other than the Tenant without the written consent of the Landlord in each instance. However, Tenant may assign this Lease to any corporation or partnership which is wholly owned by the original Tenants. If this Lease is assigned, or if the leased premises or any part thereof is sublet, or occupied by anybody other than the Tenant, the Landlord may, after default by the Tenant, collect rent from the assignee, sub-

Tenant or occupant and apply the net amount collected to the rent herein reserved. No such assignment, subletting, occupancy or collection shall be deemed a waiver of this covenant, or the acceptance of the assignee, sub-Tenant or occupant as Tenant, or a release of the Tenant from the further performance by the Tenant of the covenants of this Lease. Upon any such assignment, subletting, etc. without Landlord's permission, Landlord may elect to consider this Lease void and terminated. The consent by the Landlord to an assignment or subletting shall not be construed to release the Tenant from obtaining the consent in writing of the Landlord to any further assignment or subletting.

23. DEFAULT. If the Tenant shall fail to pay any part of the rent herein provided or any other sum required by this Lease to be paid to the Landlord at the times or in the manner provided under this lease or otherwise, or if a petition in bankruptcy or for an arrangement, be filed by or against Tenant, or if he be adjudicated bankrupt or insolvent or if a receiver is appointed, or if default shall be made in any of the other covenants or conditions on its part agreed to be performed, besides other rights or remedies it may have, if such failure to pay rent or such other sum or such default shall continue for ten (10) days after written notice thereof from Landlord to Tenant, then Landlord may either terminate this Lease or re-enter the premises by summary proceedings or otherwise, remove all persons and property from the premises without liability to any person for damages sustained by reason of such removal, and re-let the premises at such rental and upon such other terms and conditions as the Landlord in his sole discretion may deem advisable. In such event, Tenant shall remain liable for the monthly rent reserved in this Lease, plus the reasonable costs of obtaining possession of and re-letting the premises and of any repairs and alterations necessary to prepare them for re-letting the premises and of any repairs and alterations necessary to prepare them for re-letting, less the rents received from such re-letting, if any. Any and all monthly deficiencies so payable by Tenant shall be paid monthly on the date herein provided for the payment of rent. No such re-entry or taking possession of the premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention be given to Tenant or unless termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such re-letting without termination, the Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

Should the Landlord at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from the Tenant all damages it may incur by reason of such breach, including attorney's fees and the costs of recovering the premises, and including the worth at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord. All remedies herein conferred upon the Landlord shall be cumulative and no one exclusive of any other remedy conferred herein or by law. If the Tenant is in default, the Landlord may prevent removal of property form the premises by any lawful means it deems necessary to protect its interest.

24. ATTORNEY'S FEES. If an action shall be brought to recover any rental under this Lease, or on account of any breach of or to enforce or interpret any of the terms, covenants or conditions of this Lease, or for the recovery or possession of the premises, the prevailing party shall be entitled to recover from the other party, as part of the prevailing party's cost, a reasonable attorney's fee, the amount of which shall be fixed by the court and shall be made a part of any judgment rendered.

If any person not a party to this lease agreement shall institute an action against Tenant in which Landlord, involuntarily and without cause, shall be made a party defendant, the Tennant shall indemnify and save the Landlord harmless from all liabilities by reason thereof, including reasonable attorney' s fees and all costs incurred by the Landlord in such action.

25. HOLDING OVER. Should the Tenant hold possession hereunder after the expiration of the Lease term hereby created with the consent of the Landlord, the Tenant shall become a Tenant on a month-to-month basis upon all the terms, covenants and conditions herein specified.

26. SUBORDINATION. This Lease shall be subject and subordinate at all times to the lien of any mortgage which may now or hereafter affect the leased property, and to all renewals, modifications, amendments, consolidations, replacements and extensions thereof. The Tenant will execute and deliver any instrument which may be reasonable required by the Landlord in conformation of such subordination promptly upon the Landlord's request. The Landlord, however, will exercise its best efforts to arrange with the holder of any such underlying mortgage for an agreement that if, by dispossession, foreclosure or otherwise such holder, or any successor in interest, shall come into possession of the leased property, or shall become the owner of the leased property, or take over the rights of the Landlord in the leased property, it will not disturb the possession, use or enjoyment of the leased property by the Tenant, its successors or assigns, nor disaffirm this Lease or the Tenant's rights or estate hereunder, so long as all of the obligations of the Tenant are fully performed in accordance with the terms of this Lease.

27. NOTICE. All notices, demands or other writing in this Lease provided to be given, made or sent by either party hereto to the other shall be deemed to have been duly given, made or sent when made in writing and deposited in the United States Mail, certified or registered and postage prepaid and addressed as follows:

To Landlord: Karl M. Johnson Foundation
P.O. Box 7
Jackson, WY 83001

To Tenant: Bochicchio, Inc.
Dba Creekside Market

P.O. Box 7449
Jackson, WY 83001
(307) 733-7926

or at such other place as may be designated by either party from time to time in writing in the same manner as provided herein.

28. WAIVER. The waiver by the Landlord 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 or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent acceptance of rental hereunder by the Landlord shall not be deemed a waiver of any preceding breach by the Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of the Landlord's knowledge of such preceding breach at the time of acceptance of such rental. None of the terms, covenants or conditions of this Lease can be waived by either the Landlord or the Tenant except by written agreement executed by both of the parties hereto.

29. CONSTRUCTION OF LEASE. This Lease shall in all cases be construed as a whole according to its fair market meaning and not strictly for nor against either Landlord or Tenant. Paragraph headings in this Lease are for convenience only and are not to be construed as a part of this Lease or in any way defining, limiting or amplifying the provisions hereof. Time is of the essence of this Lease and of every term, covenant and condition hereof. The words "Landlord" and "Tenant" as herein used, shall include the plural as well as the singular. The neuter gender includes the masculine and feminine. In the event there is more than one Tenant, the obligations to be performed shall be joint and several. Landlord and Tenant agree that in the event any term, covenant or condition herein contained is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant or conditions shall in no way affect any other term, covenant or condition herein contained.

30. BINDING EFFECT. All the terms, covenants and conditions of this Lease shall be binding upon and inure to the benefit of the parties hereto, their respect heirs, executors, administrators, successors, assigns and legal representatives.

31. FORCE *MAJEURE.* In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

32. POSSESSION. It is understood and agreed by and between the parties that the Tenant shall be entitled to enter on to the premises from and after the date of the execution of this Lease.

33. REPRESENTATIONS. It is mutually agreed that no representations, warranties, covenants or agreements, expressed or implied, have been made, other than as expressly set forth herein.

34. EXECUTION. This Agreement shall be executed in two (2) counterparts, each of which shall be an original.

35. TIME OF ESSENCE. Time is of the essence of this Agreement.

36. Personal Liability. Sarah Bochicchio agrees to personally guarantee the performance of and remain responsible and personally liable for all of the obligations of Tenant contained herein.

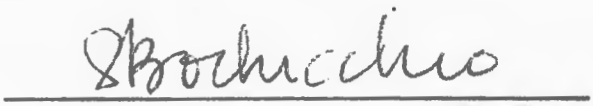
IN WITNESS WHEREOF, the parties hereto have signed and sealed this Lease as of the day and year first above written.

LANDLORD: Karl M. Johnson Foundation



By:

TENANT(s): Bochiccho, Inc.



By: Sarah Bochiccho
Its: President

Sarah Bochiccho hereby guarantees the performance of Bochiccho, Inc. and the payments to be made under this Lease and the performance of each and every term and condition of the Lease by Tenant. Sarah Bochiccho acknowledges that it would not enter into this Lease Agreement with the Tenant without this personal guarantee of Sarah Bochiccho. Lessor and Tenant shall have the right to modify this Lease at any time during the term of this Lease, which modification may, and likely will, affect the duty

of the guarantor hereunder and the guarantor will continue to guarantee the obligations of the Tenant under any modification.

SBochiccho

Sarah Bochiccho

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION
Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information

Please note that this form CANNOT be submitted in place of your Annual Report.

Name	Bochicchio, Inc.
Filing ID	2006-000518037
Type	Profit Corporation
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Wyoming	Filing Date	07/12/2006 12:00 AM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Share Information

Common Shares	10,000	Preferred Shares		Additional Stock	N
Par Value	0.0000	Par Value	0.0000		

Principal Address

545 N. Cache St.
Jackson, WY 83002-7449

Mailing Address

PO Box 7449
Jackson, WY 83002-7449

Registered Agent Address

Nicholas A Bochicchio
545 N Cache St
P O Box 7449
Jackson, WY 83002

Parties

Type	Name / Organization / Address

Notes

Date	Recorded By	Note

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: 401

License Fees

Annual Fee: $ 505.00

Prorated Fee: $ _____

Transfer Fee: $ _____

Publishing Fee: $ 100.00

Date filed with clerk: 1 / 3 / 2022

Advertising Dates: (2 Weeks) 2/2/22 & 2/9/22

Hearing Date: 2 / 22 / 22

Publishing Fee Direct Billed to Applicant: ☐

License Term: 4 / 1 / 22 (Month / Day / Year) Through 3 / 31 / 23 (Month / Day / Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: BPO ELKS 1713

Trade/Business Name (dba): BPO ELKS 1713

Building to be licensed/Building Address: 270 W Broadway (Number & Street)

Jackson (City) WY (State) 83001 (Zip) Teton (County)

Local Mailing Address: PO Box 1713 (Number & Street or P.O. Box)

Jackson (City) WY (State) 83001 (Zip)

Local Business Telephone Number: (307) 733-3859 Fax Number: (_____) _____

Business E-Mail Address: elks1713@gmail.com

FILING IN (CHOOSE ONLY ONE)

☒ CITY OF: Jackson

☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☐ LLC
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY (BAR)
☐ OFF-PREMISE ONLY (PACKAGE STORE)
☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)

☐ VETERANS CLUB
☒ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☒ FULL TIME (e.g. Jan through Dec)
☐ SEASONAL/PART-TIME
☐ NON-OPERATIONAL/PARKED

(specify months of operation) from JAN to DEC

DAYS OF WEEK (e.g. Mon through Sat) from _____ to _____

HOURS OF OPERATION (e.g. 10a - 2a) from _____ to _____

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)

(a) **OWN** the licensed building? ☒ YES (own)

(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☐ YES (lease)

(c) **LEASE** is current and on file with the licensing authority & Liquor Division.

If the lease is not current, please submit a copy pf the lease and indicate:

(i) When the lease expires, located on page_____paragraph_____of lease.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page_____ paragraph_____of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)
(Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $_____(_____%)
(Line 2) Food Sales: $_____(_____%)
(Line 3) Gross Sales: $_____(_____%)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☐ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesale malt beverage license with the Liquor Division)

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Peter John Kendzior	[redacted]	[redacted]		YES ☑ NO ☐	YES ☐ NO ☑	YES ☐ NO ☐
Kathleen Marie Godines	[redacted]	[redacted]		YES ☑ NO ☐	YES ☐ NO ☑	YES ☐ NO ☑
Lance Zackrey Ash	[redacted]	[redacted]	[redacted]	YES ☑ NO ☐	YES ☐ NO ☑	YES ☐ NO ☑

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer**, **and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) SS.
COUNTY OF Teton *)*

Signed and sworn to before me on this 12th day of November, 2021 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	Kathleen Godines	Kathleen Godines	Exalted Ruler
2)	Lance Z. Ash	Lance Z. Ash	Lecturing Knight
3)			
4)			

JILL CALLAWAY – NOTARY PUBLIC
COUNTY OF TETON STATE OF WYOMING
My Commission Expires July 31, 2022
SEAL

Witness my hand and official seal: Jill Callaway
Signature of Notary Public

My commission expires: 7/31/22

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: Kathleen (First Name) Marie (Full Middle Name) Godinos (Last Name)

Date of Birth: [redacted] Driver License: [redacted] (State / Number)

Kathleen M Godinos
Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 12th day of November, 2021.

(SEAL)

JILL CALLAWAY – NOTARY PUBLIC
COUNTY OF TETON
STATE OF WYOMING
My Commission Expires July 31, 2022

Jill Callaway
Notary Public or officer authorized to administer oaths

Rev 10/2020

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: Lance (First Name) Zackrey (Full Middle Name) Ash (Last Name)

Date of Birth: [redacted] Driver License: [redacted] (State / Number)

Lance Z Ash
Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 12th day of November, 2021.

(SEAL)

JILL CALLAWAY – NOTARY PUBLIC
COUNTY OF TETON STATE OF WYOMING
My Commission Expires July 31, 2022

Jill Callaway
Notary Public or officer authorized to administer oaths

True and Correct Name	Date of Birth	(DO NOT LIST PO BOXES) Residence Address (street, City, State, Zip)	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been convicted of a Felony Violation?	Have you been convicted of a violation relating to Alcoholic Liquor or Malt Beverages?
Kathleen M Godixie	[redacted]	[redacted]	[redacted]	Yes	NO	NO
Lance Z. Ash				Yes	No	No
Pete Kendra				Yes	NO	NO
Bradson R. Abrams				YES	NO	NO.

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: 113

License Fees

Annual Fee: $ 1900.00

Prorated Fee: $ _____

Transfer Fee: $ _____

Publishing Fee: $ 100.00

Date filed with clerk: 1 / 3 / 2022

Advertising Dates: (2 Weeks) 2/2/22 & 2/9/22

Hearing Date: 2 / 22 / 22

Publishing Fee Direct Billed to Applicant: ☐

License Term: 4 (Month) / 1 (Day) / 22 (Year) Through 3 (Month) / 31 (Day) / 23 (Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: Bud's Eastside LLC

Trade/Business Name (dba): Buds Eastside Liquor

Building to be licensed/Building Address: 582 E Broadway (Number & Street)

Jackson (City) WY (State) 83001 (Zip) Teton (County)

Local Mailing Address: Po Box 1823 (Number & Street or P.O. Box)

Jackson (City) WY (State) 83001 (Zip)

Local Business Telephone Number: (307) 733-1181 Fax Number: (307) 733-9436

Business E-Mail Address: budseastside@yahoo.com

FILING IN (CHOOSE ONLY ONE)

☑ CITY OF: JACKSON

☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☑ LLC
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY (BAR)
☑ OFF-PREMISE ONLY (PACKAGE STORE)
☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY

☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☑ FULL TIME (e.g. Jan through Dec) — (specify months of operation) from JAN to DEC

☐ SEASONAL/PART-TIME — DAYS OF WEEK (e.g. Mon through Sat) from MON to SUN

☐ NON-OPERATIONAL/PARKED — HOURS OF OPERATION (e.g. 10a - 2a) from 12pm to 10 PM

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)

(a) **OWN** the licensed building? ☐ YES (own)

(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☑ YES (lease)

(c) **LEASE** is current and on file with the licensing authority & Liquor Division.

If the lease is not current, please submit a copy pf the lease and indicate:

(i) When the lease expires, located on page_____paragraph_____of lease.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page_____ paragraph_____of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)
(Line 1 + Line 2 must = Line 3)
(Line 1) Liquor Sales: $_____(_____%)
(Line 2) Food Sales: $_____(_____%)
(Line 3) Gross Sales: $_____(_____%)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☐ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesale malt beverage license with the Liquor Division)

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer**, **and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
SEE ATTACHED					33.3%	YES ☐ NO ☐	YES ☐ NO ☐
					33.3%	YES ☐ NO ☐	YES ☐ NO ☐
					33.3%	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) SS.
COUNTY OF TETON)

Signed and sworn to before me on this 9th day of DECEMBER, 2021 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)		THOMAS L. HARTNETT	PRESIDENT OF TRUSTEE FOR ALL THREE MEMBERS
2)			
3)			
4)			

Eva A Peterson
Notary Public - State of Wyoming
Commission ID 165778
My Commission Expires July 19, 2027

(SEAL)

Witness my hand and official seal: Eva A Peterson
Signature of Notary Public

My commission expires: 7/19/2027

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: THOMAS (First Name) LAWRENCE (Full Middle Name) HARTNETT (Last Name)

Date of Birth: [redacted] Driver License: [redacted] (State / Number)

Applicant Signature

State of WYOMING)
)ss
County of TETON)

Subscribed and sworn to before me this 9th day of DECEMBER, 2021.

(SEAL)

Eva A Peterson
Notary Public - State of Wyoming
Commission ID 165778
My Commission Expires July 19, 2027

Notary Public or officer authorized to administer oaths

Rev 10/2020

True and Correct Name	Date of Birth	***DO NOT LIST PO BOXES*** Residence Address No. & Street City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Pneuma Fiduciary Management Corp., Trustee of the Descendant's Separate Trust fbo Benn R. Hartnett u/a/d March 10, 2020	[redacted]			1	33.3333%	YES ☐ NO ☒	YES ☐ NO ☒
Pneuma Fiduciary Management Corp., Trustee of the Descendant's Separate Trust fbo Thomas L. Hartnett u/a/d March 10, 2020				1	33.3333%	YES ☐ NO ☒	YES ☐ NO ☒
Pneuma Fiduciary Management Corp., Trustee of the Stephen C. Kirby Trust u/a/d March 10, 2020				1	33.3333%	YES ☐ NO ☒	YES ☐ NO ☒
Benn R. Hartnett, Manager				3	0%	YES ☐ NO ☒	YES ☐ NO ☒
Thomas L. Hartnett, Manager				3	0%	YES ☐ NO ☒	YES ☐ NO ☒
Stephen C. Kirby, President				3	0%	YES ☐ NO ☒	YES ☐ NO ☒

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION
Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information

Please note that this form CANNOT be submitted in place of your Annual Report.

Name	Bud's Eastside LLC
Filing ID	2018-000827181
Type	Limited Liability Company
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Wyoming	Filing Date	11/02/2018 9:38 AM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Principal Address

582 E. Broadway
Jackson, Wyoming 83001

Mailing Address

PO Box 1823
Jackson, Wyoming 83001

Registered Agent Address

Thomas L Hartnett
161 Aspen Dr
Jackson, WY 83001

Parties

Type	Name / Organization / Address
Organizer	Thomas L. Hartnett PO Box 1392, Jackson, WY 83001

Notes

Date	Recorded By	Note

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: 269

License Fees

Annual Fee: $ 1514.00

Prorated Fee: $ _____

Transfer Fee: $ _____

Publishing Fee: $ 100.00

Date filed with clerk: 1 / 3 / 2022

Advertising Dates: (2 Weeks) 2/2/22 & 2/9/22

Hearing Date: 2 / 22 / 22

Publishing Fee Direct Billed to Applicant: ☐

License Term: 4 (Month) / 1 (Day) / 22 (Year) Through 3 (Month) / 31 (Day) / 23 (Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: Caliente Taqueria LLC

Trade/Business Name (dba): Hatch Taqueria + Tequilas

Building to be licensed/Building Address: 120 W Broadway (Number & Street)

Jackson (City) WY (State) 83001 (Zip) Teton (County)

Local Mailing Address: PO Box 1612 (Number & Street or P.O. Box)

Jackson (City) WY (State) 83001 (Zip)

Local Business Telephone Number: (307) 203-2780 Fax Number: (_____)

Business E-Mail Address: betsycampbell179@gmail.com

FILING IN (CHOOSE ONLY ONE)

☒ CITY OF: Jackson

☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☒ LLC
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY (BAR)
☐ OFF-PREMISE ONLY (PACKAGE STORE)
☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☒ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY

☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☒ FULL TIME (e.g. Jan through Dec)	(specify months of operation)	from Jan to Dec
☐ SEASONAL/PART-TIME	DAYS OF WEEK (e.g. Mon through Sat)	from Mon to Sun
☐ NON-OPERATIONAL/PARKED	HOURS OF OPERATION (e.g. 10a - 2a)	from 8am to 10pm

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)

(a) **OWN** the licensed building? ☐ YES (own)

(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☒ YES (lease)

(c) **LEASE** is current and on file with the licensing authority & Liquor Division.

If the lease is not current, please submit a copy pf the lease and indicate:

(i) When the lease expires, located on page_____paragraph_____of lease.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page_____ paragraph_____of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)
(Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $ 772,329.20 (29 %)
(Line 2) Food Sales: $ 1877,108.99 (71 %)
(Line 3) Gross Sales: $ 2,649,438.19 (100 %)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☐ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesale malt beverage license with the Liquor Division)

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer**, **and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Elizabeth Campbell	[redacted]			7	33.33	YES ☐ NO ☒	YES ☐ NO ☒
Jeffrey Davies				7	33.33	YES ☐ NO ☒	YES ☐ NO ☒
Andrew Ward				7	33.33	YES ☐ NO ☒	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) ***SS.***
COUNTY OF Teton)

Signed and sworn to before me on this 5th day of January, 2022 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)		Andrew Ward	Owner
2)			
3)			
4)			

MARY A HURST
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 166083
MY COMMISSION EXPIRES: 10/06/2027

Witness my hand and official seal: Mary A Hurst
Signature of Notary Public

(SEAL) My commission expires: 10/06/2027

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: Elizabeth (First Name) Christine (Full Middle Name) Campbell (Last Name)

Date of Birth: [redacted] Driver License: WY / [redacted]
State / Number

Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 14th day of December, 2021.

(SEAL)

HAILEY HART
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 160377
MY COMMISSION EXPIRES: 09/14/2027

Hailey Hart
Notary Public or officer authorized to administer oaths

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: Andrew (First Name) _____ (Full Middle Name) Ward (Last Name)

Date of Birth: [redacted] Driver License: [redacted] (State / Number)

_____ (Applicant Signature)

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 13 day of December, 2021.

(SEAL)

BRIAN S. CHRISTENSEN – NOTARY PUBLIC
COUNTY OF TETON STATE OF WYOMING
MY COMMISSION EXPIRES AUGUST 22, 2024

_____
Notary Public or officer authorized to administer oaths

Issued by:

WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES
2219 CAREY AVE
CHEYENNE, WY 82002

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 2492

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Issued to:

EXPIRATION DATE: 1/12/2022

HATCH TAQUERIA & TEQUILAS
120 W BROADWAY
JACKSON, WY 83001

CALIENTE TAQUERIA, LLC
CALIENTE TAQUERIA, LLC
PO BOX 1612
JACKSON, WY 83001

Director of Dept. of Ag

THIS LICENSE MUST BE CURRENT AND POSTED CONSPICUOUSLY AT THE PHYSICAL LOCATION

BUSINESS LICENSE

Account #: 6401

Business: Caliente Taqueria, LLC
DBA: Hatch Taqueria and Tequilas
Business Type: Sales Tax
Business Activity: Restaurants and Food Services
Business Location: 120 West Broadway

Term: 01/01/22 through 12/31/22
Fee: 237.00

Caliente Taqueria, LLC
PO Box 1612
Jackson WY 83001

I, Hailey Morton Levinson , Mayor of the Town of Jackson, do hereby subscribe my name and cause the Seal of said Town to be here unto affixed this 10/21/21

Mayor

ATTEST: Town Clerk

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION
Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information


Please note that this form CANNOT be submitted in place of your Annual Report.

Name	Caliente Taqueria LLC
Filing ID	2014-000658016
Type	Limited Liability Company
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Wyoming	Filing Date	01/29/2014 9:05 AM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Principal Address

PO Box 1612
Jackson, WY 83001

Mailing Address

PO Box 1612
Jackson, WY 83001

Registered Agent Address

Jeffrey Davies
3850 Kimball Ln
PO Box 590 Teton Village WY 83025
Wilson, WY 83014

Parties

Type	Name / Organization / Address
Organizer	Jeffrey Davies

Notes

Date	Recorded By	Note

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: 307

License Fees

Annual Fee: $ 3000.00

Prorated Fee: $ _____

Transfer Fee: $ _____

Publishing Fee: $ 100.00

Publishing Fee Direct Billed to Applicant: ☐

Date filed with clerk: 1 / 3 / 2022

Advertising Dates: (2 Weeks) 2/2/22 & 2/9/22

Hearing Date: 2 / 22 / 22

License Term: 4 (Month) / 1 (Day) / 22 (Year) Through 3 (Month) / 31 (Day) / 23 (Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: CCC's Center Street LLC

Trade/Business Name (dba): The Cloudveil

Building to be licensed/Building Address: 112 Center Street (Number & Street)

Jackson (City) WY (State) 83001 (Zip) Teton (County)

Local Mailing Address: PO Box 4955 (Number & Street or P.O. Box)

Jackson (City) WY (State) 83001 (Zip)

Local Business Telephone Number: (307) 690-9891 Fax Number: ( )

Business E-Mail Address: bruce.grosbety@thecloudveil.com

FILING IN (CHOOSE ONLY ONE)

☑ CITY OF: Jackson

☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☑ LLC
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY (BAR)
☐ OFF-PREMISE ONLY (PACKAGE STORE)
☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE
☑ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☑ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☑ FULL TIME (e.g. Jan through Dec)
☐ SEASONAL/PART-TIME
☐ NON-OPERATIONAL/PARKED

(specify months of operation) from Jan to Dec

DAYS OF WEEK (e.g. Mon through Sat) from _____ to _____

HOURS OF OPERATION (e.g. 10a - 2a) from _____ to _____

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)

(a) **OWN** the licensed building? ☑ YES (own)

(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☐ YES (lease)

(c) **LEASE** is current and on file with the licensing authority & Liquor Division.

If the lease is not current, please submit a copy pf the lease and indicate:

(i) When the lease expires, located on page_____paragraph_____of lease.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page_____ paragraph_____of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)
(Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $_____(_____%)
(Line 2) Food Sales: $_____(_____%)
(Line 3) Gross Sales: $_____(_____%)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☐ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesale malt beverage license with the Liquor Division)

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer**, **and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
James Walter	[redacted]	[redacted] Jackson, Wy 83001	[redacted]	3	100	YES ☐ NO ☑	YES ☐ NO ☑
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) SS.
COUNTY OF Teton *)*

Signed and sworn to before me on this 16th day of December, 2021 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)		James D. Walter	President
2)			
3)			
4)			

JEANNE CARRUTH
Notary Public - Wyoming
Teton County
My Commission Expires Oct 11, 2022

(SEAL)

Witness my hand and official seal:

Jeanne Carruth
Signature of Notary Public

My commission expires: 10/11/22

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: James (First Name) David (Full Middle Name) Walter (Last Name)

Date of Birth: [redacted] Driver License: [redacted] (State / Number)

Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 16th day of December, 2021.

(SEAL)

JEANNE CARRUTH
Notary Public - Wyoming
Teton County
My Commission Expires Oct 11, 2022

Jeanne Carruth
Notary Public or officer authorized to administer oaths

Rev 10/2020

Issued by:

WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES
2219 CAREY AVE
CHEYENNE, WY 82002

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 10911

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Issued to:

EXPIRATION DATE: 3/10/2022

BANQUET KITCHEN
112 CENTER STREET
JACKSON, WY 83001

FINE DINING RESTAURANT GROUP LLC
FINE DINING RESTAURANT GROUP LLC
PO BOX 9250
JACKSON, WY 83002

Douglas L. Miyamoto

Director of Dept. of Ag

THIS LICENSE MUST BE CURRENT AND POSTED CONSPICUOUSLY AT THE PHYSICAL LOCATION

Issued by:

WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES
2219 CAREY AVE
CHEYENNE, WY 82002

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 10912

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Issued to:

THE BISTRO
112 CENTER ST
JACKSON, WY 83001

EXPIRATION DATE: 3/10/2022

FINE DINING RESTAURANT GROUP
FINE DINING RESTAURANT GROUP
PO BOX 9250
JACKSON, WY 83002

Director of Dept. of Ag

THIS LICENSE MUST BE CURRENT AND POSTED CONSPICUOUSLY AT THE PHYSICAL LOCATION

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION
Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information

Please note that this form CANNOT be submitted in place of your Annual Report.

Name	CCC's Center Street, LLC
Filing ID	2018-000807804
Type	Limited Liability Company
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Wyoming	Filing Date	06/13/2018 11:39 AM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Principal Address

275 Veronica Ln Ste 300
PO Box 844
Jackson, WY 83001

Mailing Address

PO Box 844
Jackson, WY 83001

Registered Agent Address

James D Walter
25 S Willow Street Ste 200
PO Box 844
Jackson, WY 83001

Parties

Type	Name / Organization / Address
Organizer	James D. Walter

Notes

Date	Recorded By	Note

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: 293

License Fees

Annual Fee: $ 1514.00

Prorated Fee: $ _____

Transfer Fee: $ _____

Publishing Fee: $ 100.00

Publishing Fee Direct Billed to Applicant: ☐

Date filed with clerk: 1 / 3 / 2022

Advertising Dates: (2 Weeks)
2/2/22 & 2/9/22

Hearing Date: 2 / 22 / 22

License Term: 4 / 1 / 22 (Month / Day / Year) Through 3 / 31 / 23 (Month / Day / Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: China Fun WY LLC

Trade/Business Name (dba): China Fun Restaurant

Building to be licensed/Building Address: 826 W Broadway (Number & Street)

Jackson (City) WY (State) 83001 (Zip) Teton (County)

Local Mailing Address: Po Box 349 (Number & Street or P.O. Box)

West Yellowstone (City) MT (State) 59758 (Zip)

Local Business Telephone Number: (307) 734-8888 Fax Number: (____)

Business E-Mail Address: liuyanxin@hotmail.com

FILING IN (CHOOSE ONLY ONE)

☐ CITY OF: _____

☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☒ LLC
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY (BAR)
☐ OFF-PREMISE ONLY (PACKAGE STORE)
☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☒ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY

☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☒ FULL TIME (e.g. Jan through Dec) (specify months of operation) from Jan to Dec

☐ SEASONAL/PART-TIME DAYS OF WEEK (e.g. Mon through Sat) from Mon to Sun

☐ NON-OPERATIONAL/PARKED HOURS OF OPERATION (e.g. 10a - 2a) from 11am to 9:30pm.

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)

(a) **OWN** the licensed building? ☐ YES (own)

(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☒ YES (lease)

(c) **LEASE** is current and on file with the licensing authority & Liquor Division.

If the lease is not current, please submit a copy pf the lease and indicate:

(i) When the lease expires, located on page _____ paragraph _____ of lease.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page _____ paragraph _____ of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)

(Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $13,989.90 (3.04 %)

(Line 2) Food Sales: $446,204.10 (96.96 %)

(Line 3) Gross Sales: $460,194 (100 %)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☐ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesale malt beverage license with the Liquor Division)

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer**, **and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST***	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Guohui Lu	[redacted]	[redacted]	[redacted]	1	100%	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)

) SS.

COUNTY OF Teton)

Signed and sworn to before me on this 5th day of January, 2022 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	[signature]	GUO HUI LU	owner
2)			
3)			
4)			

MARY A HURST
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 166083
MY COMMISSION EXPIRES: 10/06/2027

Witness my hand and official seal: [signature]

Signature of Notary Public

(SEAL)

My commission expires: 10/06/2027

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: Guohui (First Name) _____ (Full Middle Name) Lu (Last Name)

Date of Birth: [redacted]

X _____ Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 5th day of January, 2022

(SEAL)

MARY A HURST
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 166083
MY COMMISSION EXPIRES: 10/06/2027

Mary A Hurst
Notary Public or officer authorized to administer oaths

Rev 10/2020

Issued by:

WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES
2219 CAREY AVE
CHEYENNE, WY 82002

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 10534

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Issued to:

CHINA FUN WY LLC
826 W. BROADWAY
JACKSON, WY 83002

CHINA FUN WY, LLC
CHINA FUN WY, LLC
PO BOX 345
WEST YELLOWSTONE, MT 59758

EXPIRATION DATE: 9/26/2022

Director of Dept. of Ag

THIS LICENSE MUST BE CURRENT AND POSTED CONSPICUOUSLY AT THE PHYSICAL LOCATION

Mon, Dec 30, 2019 10:38 AM

ASSIGNMENT OF LEASE

This is an assignment of the Commercial Lease Agreement between Jack L. Stone, Trustee, and JoAnn Stone, trustee, of the Stone Family Trust, dated 31st day of October, 2002. referred to as the "Landlord", and Peking Best, Inc., DBA Hong Kong Buffet. New owner, ~~Guo Hui Lu,~~ "Tenant". Effective 12-30-19.

(CHINA FIN RESTAURANT WY, LLC
Permitted by Guo Hui Lu

GL

Jack L Stone 12-30-19
Jack L. Stone, Trustee, Date

Jo Ann Stone 12-30-19
JoAnn Stone, Trustee Date

12/30/2019
Guo Hui Lu, Owner Date

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION
Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information

Please note that this form CANNOT be submitted in place of your Annual Report.

Name	CHINA FUN WY LLC
Filing ID	2020-000892923
Type	Limited Liability Company
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Wyoming	Filing Date	01/03/2020 10:11 AM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Principal Address

826 W BROADWAY
JACKSON, WY 83002

Mailing Address

112 BOWERY
FL 1
NEW YORK, NY 10013

Registered Agent Address

GUO HUI LU
826 W BROADWAY
JACKSON, WY 83002

Parties

Type	Name / Organization / Address
Organizer	GUO HUI LU 198 HERON DR. WEST YELLOWSTONE, MT 59758

Notes

Date	Recorded By	Note

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: 207

License Fees

Annual Fee: $ 1514.00

Prorated Fee: $ _____

Transfer Fee: $ _____

Publishing Fee: $ 100.00

Date filed with clerk: 1 / 6 / 22

Advertising Dates: (2 Weeks) 2/2/22 & 2/9/22

Hearing Date: 2 / 22 / 22

Publishing Fee Direct Billed to Applicant: ☐

License Term: 4 (Month) / 1 (Day) / 22 (Year) Through 3 (Month) / 31 (Day) / 23 (Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: Chinatown Lee Inc

Trade/Business Name (dba): Chinatown Restaurant

Building to be licensed/Building Address: 890 W Broadway Suite A (Number & Street)

Jackson (City) WY (State) 83001 (Zip) Teton (County)

Local Mailing Address: PO Box 105716 (Number & Street or P.O. Box)

Jackson (City) WY (State) 83002 (Zip)

Local Business Telephone Number: (307) 733-8886 Fax Number: ( )

Business E-Mail Address: Salomonlyle@yahoo.com

FILING IN (CHOOSE ONLY ONE)

☒ CITY OF: Jackson

☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☐ LLC
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY (BAR)
☐ OFF-PREMISE ONLY (PACKAGE STORE)
☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☒ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY

☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☒ FULL TIME (e.g. Jan through Dec) (specify months of operation) from 11:00 to 9:00

☐ SEASONAL/PART-TIME DAYS OF WEEK (e.g. Mon through Sat) from _____ to _____

☐ NON-OPERATIONAL/PARKED HOURS OF OPERATION (e.g. 10a - 2a) from _____ to _____

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)

(a) **OWN** the licensed building? ☒ YES (own)

(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☐ YES (lease)

(c) **LEASE** is current and on file with the licensing authority & Liquor Division.

If the lease is not current, please submit a copy pf the lease and indicate:

(i) When the lease expires, located on page_____paragraph_____of lease.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page_____ paragraph_____of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)

(Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $ 47,804 (%)

(Line 2) Food Sales: $ 551,168 (%)

(Line 3) Gross Sales: $ 1,598,972 (%)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☐ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesale malt beverage license with the Liquor Division)

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
[redacted]				YES ☐ NO ☐	YES ☐ NO ☑	YES ☐ NO ☑
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer**, **and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Hak Kheng Ly		[redacted]		14yrs	40%	YES ☐ NO ☒	YES ☐ NO ☒
Pau Kim Ly				4yrs	30%	YES ☐ NO ☒	YES ☐ NO ☒
Salomon Ly Molly C. Ly				22yrs	20% 10%	YES ☐ NO ☒	YES ☐ NO ☒

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)

) SS.

COUNTY OF Teton *)*

Signed and sworn to before me on this 11th day of January, 2022 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)		Hak Kheng Ly	Owner
2)		Pau Kim Ly	M. GM (owner)
3)			
4)			

MARY A HURST
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 166083
MY COMMISSION EXPIRES: 10/06/2027

Witness my hand and official seal: Mary A Hurst

Signature of Notary Public

(SEAL) My commission expires: 10/06/2027

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: Pau (First Name) Kim (Full Middle Name) Ly (Last Name)

Date of Birth: [redacted] Driver License: [redacted] (State / Number)

Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 11th day of January, 2022.

(SEAL)

MARY A HURST
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 166083
MY COMMISSION EXPIRES: 10/06/2027

Mary A Hurst
Notary Public or officer authorized to administer oaths

Rev 10/2020

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: Eng Hak (First Name) Kheng. (Full Middle Name) Ly (Last Name)

Date of Birth: [redacted] Driver License: [redacted] (State / Number)

Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 11th day of January, 2022.

(SEAL)

HAILEY HART
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 160377
MY COMMISSION EXPIRES: 09/14/2027

Hailey Hart
Notary Public or officer authorized to administer oaths

Rev 10/2020

Issued by:

WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES
2219 CAREY AVE
CHEYENNE, WY 82002

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT #[redacted]17

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Issued to:

CHINATOWN RESTAURANT
850 W BROADWAY
JACKSON, WY 83001

CHINATOWN LEE INC
CHINATOWN LEE INC
PO BOX 10576
JACKSON, WY 83002

EXPIRATION DATE:
10/26/2021

Director of Dept. of Ag

THIS LICENSE MUST BE CURRENT AND POSTED CONSPICUOUSLY AT THE PHYSICAL LOCATION

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION
Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information

Please note that this form CANNOT be submitted in place of your Annual Report.

Name	China Town Lee Inc.
Filing ID	1996-000317515
Type	Profit Corporation
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Wyoming	Filing Date	12/05/1996 12:00 AM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Share Information

Common Shares	100,000	Preferred Shares		Additional Stock	N
Par Value	0.0000	Par Value	0.0000		

Principal Address

PO Box 12418
Jackson, WY 83002

Mailing Address

PO Box 12418
Jackson, WY 83002

Registered Agent Address

Salomon Ly
850 W Broadway
PO Box 10576
Jackson, WY 83002

Parties

Type	Name / Organization / Address

Notes

Date	Recorded By	Note

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: 294

License Fees

Annual Fee: $ 1514 00

Prorated Fee: $.

Transfer Fee: $.

Publishing Fee: $ 100 00

Date filed with clerk: 1 / 3 / 2022

Advertising Dates: (2 Weeks) 2/2/22 & 2/9/22

Hearing Date: 2 / 22 / 22

Publishing Fee Direct Billed to Applicant: ☐

License Term: 4 / 1 / 22 (Month / Day / Year) Through 3 / 31 / 23 (Month / Day / Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: Coe LLC

Trade/Business Name (dba): Coelette

Building to be licensed/Building Address: 85 S. King Street (Number & Street)

Jackson (City) WY (State) 83001 (Zip) Teton (County)

Local Mailing Address: PO Box 4271 (Number & Street or P.O. Box)

Jackson (City) WY (State) 83001 (Zip)

Local Business Telephone Number: (307) 734-1700 Fax Number: ( )

Business E-Mail Address: info@persephonebakery.com

FILING IN (CHOOSE ONLY ONE)

☑ CITY OF: Jackson

☐ COUNTY OF:

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☑ LLC
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY (BAR)
☐ OFF-PREMISE ONLY (PACKAGE STORE)
☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☑ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY

☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☑ FULL TIME (e.g. Jan through Dec) (specify months of operation) from JAN to DEC

☐ SEASONAL/PART-TIME DAYS OF WEEK (e.g. Mon through Sat) from Mon to Sun

☐ NON-OPERATIONAL/PARKED HOURS OF OPERATION (e.g. 10a - 2a) from 6pm to 10pm

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)

(a) **OWN** the licensed building? ☐ YES (own)

(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☑ YES (lease)

(c) **LEASE** is current and on file with the licensing authority & Liquor Division.

If the lease is not current, please submit a copy pf the lease and indicate:

(i) When the lease expires, located on page_____ paragraph_____ of lease.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page_____ paragraph_____ of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)
(Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $ 34,093 (1.4 %)
(Line 2) Food Sales: $ 2,317,862 (98.6 %)
(Line 3) Gross Sales: $ 2,351,955 (100 %)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☐ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesale malt beverage license with the Liquor Division)

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer**, **and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Allison Cohane	[redacted]			10	100%	YES ☐ NO ☑	YES ☐ NO ☑
Kevin Cohane				10		YES ☐ NO ☑	YES ☐ NO ☑
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) ***SS.***
COUNTY OF Teton)

Signed and sworn to before me on this 8 day of December, 2021 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	[signature]	Kevin Cohane	owner
2)			
3)			
4)			

GERRIT IZZO
State of Wyoming-Notary Public
County of Lincoln
My Commission Expires
January 31, 2023

(SEAL)

Witness my hand and official seal: [signature]
Signature of Notary Public

My commission expires: _____

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: Kevin (First Name) Patrick (Full Middle Name) Cohane (Last Name)

Date of Birth: [redacted] Driver License: [redacted] (State / Number)

Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 08 day of December, 2021.

(SEAL)

GERRIT IZZO
State of Wyoming-Notary Public
County of Lincoln
My Commission Expires
January 31, 2023

Notary Public or officer authorized to administer oaths

Rev 10/2020

Issued by:

WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES
2219 CAREY AVE
CHEYENNE, WY 82002

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 10326

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Issued to:

COELETTE
85 SOUTH KING STREET
JACKSON, WY 83001

COE LLC
KEVIN & ALLISON COHANE
PO BOX 4271
JACKSON, WY 83001

EXPIRATION DATE:
7/22/2022

Director of Dept. of Ag

THIS LICENSE MUST BE CURRENT AND POSTED CONSPICUOUSLY AT THE PHYSICAL LOCATION

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION
Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information


Please note that this form CANNOT be submitted in place of your Annual Report.

Name	Coe, LLC
Filing ID	2020-000908937
Type	Limited Liability Company
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Wyoming	Filing Date	04/02/2020 9:19 AM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Principal Address

85 South King Street
Jackson, WY 83001

Mailing Address

P.O. Box 4271
Jackson, WY 83001

Registered Agent Address

JH Corporate Services, Inc.
60 E Simpson Ave
PO Box 2095
Jackson, WY 83001

Parties

Type	Name / Organization / Address
Organizer	Clint A Langer 40 S. Main Street

Notes

Date	Recorded By	Note

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: 402

License Fees

Annual Fee: $ 509.00

Prorated Fee: $ _____

Transfer Fee: $ _____

Publishing Fee: $ 100.00

Date filed with clerk: 01 / 03 / 2022

Advertising Dates: (2 Weeks)
2/2/22 & 2/9/22

Hearing Date: 2 / 22 / 22

Publishing Fee Direct Billed to Applicant: ☐

License Term: 4 (Month) / 1 (Day) / 22 (Year) Through 3 (Month) / 31 (Day) / 23 (Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: Community Center for the Arts Inc

Trade/Business Name (dba): Center for the Arts

Building to be licensed/Building Address: 265 S. Cache
Number & Street

Jackson (City) WY (State) 83001 (Zip) Teton (County)

Local Mailing Address: PO Box 8160
Number & Street or P.O. Box

Jackson (City) WY (State) 83001 (Zip)

Local Business Telephone Number: (307) 734-8996 Fax Number: (307) 733-9582

Business E-Mail Address: Stephanie@jhcenterforthearts.org

FILING IN (CHOOSE ONLY ONE)

☐ CITY OF: JACKSON

☐ COUNTY OF: TETON

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☐ LLC
☑ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☑ OTHER 501C3

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY (BAR)
☐ OFF-PREMISE ONLY (PACKAGE STORE)
☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☑ SOCIAL CLUB

☐ MICROBREWERY

☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☑ FULL TIME (e.g. Jan through Dec) (specify months of operation) from JAN to DEC

☐ SEASONAL/PART-TIME DAYS OF WEEK (e.g. Mon through Sat) from _____ to _____

☐ NON-OPERATIONAL/PARKED HOURS OF OPERATION (e.g. 10a - 2a) from _____ to _____

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)

(a) **OWN** the licensed building? ☑ YES (own)

(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☐ YES (lease)

(c) **LEASE** is current and on file with the licensing authority & Liquor Division.

If the lease is not current, please submit a copy pf the lease and indicate:

(i) When the lease expires, located on page_____paragraph_____of lease.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page_____ paragraph_____of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)
(Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $_____(_____%)
(Line 2) Food Sales: $_____(_____%)
(Line 3) Gross Sales: $_____(_____%)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☐ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesale malt beverage license with the Liquor Division)

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☒ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Charles McDonald Henderman	[redacted]	[redacted]	[redacted]	YES ☒ NO ☐	YES ☐ NO ☒	YES ☐ NO ☒
Michael Martin Camino				YES ☒ NO ☐	YES ☐ NO ☒	YES ☐ NO ☒
SEE ATTACHED				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer, and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts are true and accurate.

STATE OF WYOMING)
) SS.
COUNTY OF Teton *)*

ALANDAR DETWILER, NOTARY PUBLIC
COUNTY OF TETON — STATE OF WYOMING
MY COMMISSION EXPIRES AUGUST 21, 2024

Signed and sworn to before me on this 19th day of November, 2021 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)		Charles McDonald Henderman	Secretary
2)		Michael M. Camino	Executive Director
3)			
4)			

Witness my hand and official seal:

Signature of Notary Public

(SEAL)

My commission expires: 8/21/24

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: Michael (First Name) Martin (Full Middle Name) Camino (Last Name)

Date of Birth [redacted] Driver License: [redacted]
State / Number

Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 19th day of November, 2021.

(SEAL)
ALANDAR DETWILER - NOTARY PUBLIC
COUNTY OF TETON
STATE OF WYOMING
MY COMMISSION EXPIRES AUGUST 21, 2024

Notary Public or officer authorized to administer oaths

Rev 10/2020

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: CHARLES (First Name) McDONALD (Full Middle Name) MENDENHALL (Last Name)

Date of Birth: [redacted] Driver License: [redacted] (State / Number)

Applicant Signature

State of WYOMING)
)ss
County of TETON)

Subscribed and sworn to before me this 8th day of December, 2021.

(SEAL)

ASHLEY L ROBIN- NOTARY PUBLIC
COUNTY OF TETON STATE OF WYOMING
MY COMMISSION EXPIRES MARCH 12, 2024

Notary Public or officer authorized to administer oaths

Rev 10/2020

True and Correct Name	Date of Birth	Residency Address, Street, City, State & Zip	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been convicted of a felony violation?	Have you been convicted of a violation relating to alcoholic liquor or malt beverages?
Reece Jenkins	[redacted]	[redacted]	[redacted]	Yes	No	No
David Hopkins	[redacted]	[redacted]	[redacted]	Yes	No	No
Charles McDonald Mendenhall	[redacted]	[redacted]	[redacted]	Yes	No	No

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: 102

License Fees

Annual Fee: $ 1500.00

Prorated Fee: $ _____

Transfer Fee: $ _____

Publishing Fee: $ 100.00

Date filed with clerk: 1 / 3 / 22

Advertising Dates: (2 Weeks) 2/2/22 & 2/9/22

Hearing Date: 2 / 22 / 22

Publishing Fee Direct Billed to Applicant: ☐

License Term: 4 (Month) / 1 (Day) / 22 (Year) Through 3 (Month) / 31 (Day) / 23 (Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: Cowboy Liquor LLC

Trade/Business Name (dba): The Million Dollar Cowboy Bar

Building to be licensed/Building Address: 25 N Cache St. (Number & Street)

Jackson (City) WY (State) 83001 (Zip) Teton (County)

Local Mailing Address: PO Box 69 (Number & Street or P.O. Box)

Jackson (City) WY (State) 83001 (Zip)

Local Business Telephone Number: (307) 733-2207 Fax Number: ( )

Business E-Mail Address: jweldrop@worthotel.com jbradford@worthotel.com

FILING IN (CHOOSE ONLY ONE)

☒ CITY OF: Jackson

☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☒ LLC
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY (BAR)
☐ OFF-PREMISE ONLY (PACKAGE STORE)
☒ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

Typically closed in April and open 3 days/week in November

☑ FULL TIME (e.g. Jan through Dec) (specify months of operation) from _____ to _____

☐ SEASONAL/PART-TIME DAYS OF WEEK (e.g. Mon through Sat) from _____ to _____

☐ NON-OPERATIONAL/PARKED HOURS OF OPERATION (e.g. 10a - 2a) from _____ to _____

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)

(a) **OWN** the licensed building? ☐ YES (own)

(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☒ YES (lease)

(c) **LEASE** is current and on file with the licensing authority & Liquor Division.

If the lease is not current, please submit a copy pf the lease and indicate:

(i) When the lease expires, located on page 1 paragraph 2 of lease.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page 1 paragraph 2 of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)

(Line 1) Liquor Sales: $_____(_____%)

(Line 2) Food Sales: $_____(_____%)

(Line 3) Gross Sales: $_____(_____%)

(Line 1 + Line 2 must = Line 3)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☐ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesale malt beverage license with the Liquor Division)

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
		See attached		YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer**, **and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)

) SS.

COUNTY OF TETON)

Signed and sworn to before me on this 20 day of December, 2021 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)		Jim Waldrop	President & GM
2)			
3)			
4)			

NANCY TAKEDA - NOTARY PUBLIC
COUNTY OF TETON STATE OF WYOMING
Commission Expires April 4, 2022

Witness my hand and official seal:

Nancy Takeda
Signature of Notary Public

(SEAL) My commission expires: 4-2-22

Cowboy Liquor LLC

Name	Date of Birth	Residence	Phone Number	No. of years in LLC	% of stock held	Have you been convicted of a felony?	violation related to alcohol?
John Baxter	[redacted]			4	99.9% member	no	no
Jim Waldrop				4	0.1% member/manager	no	no
Bill Baxter				4	0% asst manager	no	no

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: James (First Name) Marshall (Full Middle Name) Waldrop (Last Name)

Date of Birth: [redacted] Driver License: [redacted] State / Number

Applicant Signature

State of Wyoming)
)ss
County of TETON)

Subscribed and sworn to before me this 20 day of December, 2021.

(SEAL) NANCY TAKEDA - NOTARY PUBLIC
COUNTY OF TETON STATE OF WYOMING
Commission Expires April 4, 2022

Nancy Takeda
Notary Public or officer authorized to administer oaths

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION
Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information


Please note that this form CANNOT be submitted in place of your Annual Report.

Name	Cowboy Liquor LLC
Filing ID	2017-000769344
Type	Limited Liability Company
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Wyoming	Filing Date	09/19/2017 2:42 PM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Principal Address

PO Box 69
Jackson, Wy 83001

Mailing Address

PO Box 69
Jackson, Wy 83001

Registered Agent Address

Garland Law Office, LLC.
235 E Broadway
PO Box 4310
Jackson, WY 83001

Parties

Type	Name / Organization / Address
Organizer	R. Scott Garland PO Box 4310, Jackson, Wyoming 83001

Notes

Date	Recorded By	Note

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: 107

License Fees

Annual Fee: $ 1500.00

Prorated Fee: $ _____

Transfer Fee: $ _____

Publishing Fee: $ 100.00

Publishing Fee Direct Billed to Applicant: ☐

Date filed with clerk: 1/3/2022

Advertising Dates: (2 Weeks) 2/2/22 & 2/9/22

Hearing Date: 2/22/22

License Term: 4 / 1 / 22 (Month / Day / Year) Through 3 / 31 / 23 (Month / Day / Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: Cru LLC

Trade/Business Name (dba): Bin 22

Building to be licensed/Building Address: 200 W Broadway (Number & Street)

Jackson (City) WY (State) 83001 (Zip) Teton (County)

Local Mailing Address: PO Box 3766 (Number & Street or P.O. Box)

Jackson (City) WY (State) 83001 (Zip)

Local Business Telephone Number: (307) 739-9463 Fax Number: (307) 733-5030

Business E-Mail Address: bin22@jhfinedining.com gavin@jhfinedining.com

FILING IN (CHOOSE ONLY ONE)

☒ CITY OF: JACKSON

☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☒ LLC
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY (BAR)
☐ OFF-PREMISE ONLY (PACKAGE STORE)
☒ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY

☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☒ FULL TIME (e.g. Jan through Dec) — (specify months of operation) from JANUARY to DECEMBER

☐ SEASONAL/PART-TIME — DAYS OF WEEK (e.g. Mon through Sat) from MONDAY to SUNDAY

☐ NON-OPERATIONAL/PARKED — HOURS OF OPERATION (e.g. 10a - 2a) from 10 AM to 10 PM

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)

(a) **OWN** the licensed building? ☐ YES (own)

(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☒ YES (lease)

(c) **LEASE** is current and on file with the licensing authority & Liquor Division.

If the lease is not current, please submit a copy pf the lease and indicate:

(i) When the lease expires, located on page 1 paragraph 7 of lease.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page 2 paragraph 1 of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)
(Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $_____(_____%)
(Line 2) Food Sales: $_____(_____%)
(Line 3) Gross Sales: $_____(_____%)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☐ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesale malt beverage license with the Liquor Division)

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer**, **and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Fine Dining Restaurant Group LLC	N/A	[redacted]	[redacted]	2011	100	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) SS.
COUNTY OF TETON *)*

Signed and sworn to before me on this 8 day of DECEMBER, 2021 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	[signature]	GAVIN FINE	owner
2)			
3)			
4)			

NATALIE B HAYES - NOTARY PUBLIC
COUNTY OF TETON STATE OF WYOMING
MY COMMISSION EXPIRES 3/23/25

Witness my hand and official seal: Natalie B. Hayes
Signature of Notary Public

My commission expires: 3/23/25

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: GAVIN (First Name) DAVID (Full Middle Name) FINE (Last Name)

Date of Birth: [redacted] Driver License: [redacted] (State / Number)

Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 8 day of December, 20 21.

(SEAL)

NATALIE B HAYES - NOTARY PUBLIC
COUNTY OF TETON
STATE OF WYOMING
MY COMMISSION EXPIRES 3/23/2021

Natalie B. Hayes
Notary Public or officer authorized to administer oaths

LEASE AGREEMENT RELATED TO RESTAURANT AND RETAIL BUSINESS OPERATING UNDER THE TRADE NAME BIN 22

THIS LEASE AGREEMENT ("Agreement") is made and entered into on December 8,2021, by and between the FDRG Holding Company, LLC, a Wyoming limited liability company ("Landlord"), and CRU, LLC, a Wyoming limited liability company ("Tenant"). In consideration of the mutual covenants, agreements, representations and warranties contained in this Agreement, the Parties agree to enter into this transaction based on the following recitals, terms and conditions:

RECITALS

A. Landlord is the owner of certain real property and improvements located in Jackson, Wyoming, located at 200 West Broadway, Jackson, Wyoming 83001. ("The Premises").

B. The Premises consists of a commercial building that is used for a restaurant and retail wine and food product and other ancillary retail operations.

C. Tenant has experience in the food and beverage operation, is knowledgeable and experienced in the financial and business risks attendant to operating a restaurant and is capable of operating a food and beverage operation, along with the attendant retail operation.

D. Tenant desires to lease the Premises from Landlord, and Landlord desires to lease the Premises to Tenant.

NOW, THEREFORE, Landlord and Tenant agree as follows:

1. Concession and Lease of Premises. Landlord grants to the Tenant the exclusive right and privilege to rent the Premises and operate the Bin 22 Restaurant.

2. Lease Term. The term of this Agreement (the "Term" or "Lease Term") shall commence on April 1, 2022 (the "Commencement Date") and shall end on March 31, 2023 (the "Termination Date"), unless terminated earlier as provided for in this Agreement.

3. Rent and Expenses.

3.1 Rent. During the Lease Term, Tenant's rent shall be [redacted] Tenant shall pay Rent on or before the fifteenth (15th) day of each month during the Term of this Agreement. Rent shall be paid to Landlord without deduction or offset, in lawful money of the United States of America at such place as Landlord may from time to time designate in writing.

3.2 Operating Expenses. Tenant shall pay all expenses incurred from the operation of its business including, but not limited to, the following:
(a) Any deductible portion of an insured loss or insurance premiums maintained by Tenant and usual and customary insurance levels as required by Landlord.
(b) All utilities required in its operation including gas, electric, water, sewer, refuse removal, telephone, and internet connections.
(c) Property taxes on the Premises as assessed by the County Assessor.
(d) Insurance and other charges as set forth herein.

(e) A CAM charge equal to [redacted] per month for common area maintenance on the Premises.

4. Use of Premises.

(a) The Premises shall be used and occupied only for the maintenance and operation of a restaurant, wine bar and attendant wine shop, with retail food product sales, and sale of alcoholic or malt beverages. Tenant and any successors and assignments of Tenant (approved by Landlord as provided in this Agreement) shall have no right to use the Premises for any use other than as described in this Section 4(a) of this Agreement.

(b) Tenant must notify Landlord in writing of any trade name it intends to use in connection with the operation of the Premises. Tenant may only use trade names with the prior written approval of the Landlord, which approval shall not be unreasonably withheld.

4.1 Compliance with Law.

(a) Tenant shall, at Tenant's sole cost and expense, comply with all applicable governmental laws, statutes, ordinances, rules, regulations, orders, covenants, and restrictions of record and requirements of any fire insurance underwriters or rating bureaus, now in effect or which may hereafter come into effect, whether or not they reflect a change in policy from that now existing, during the Term or any part of the Term hereof, relating in any manner to the Premises and the occupation and use by Tenant of the Premises. Tenant shall not use or permit the use of the Premises in any manner that will tend to create waste or a nuisance or shall tend to disturb other neighbors.

(b) Tenant shall maintain any governmental licenses, permits, county health permits or approvals necessary for the proper and lawful conduct of Tenant's business or other activity carried on in the Premises. Tenant, at Tenant's expense, shall, at all times, obtain and comply with the requirements of each such license or permit. Tenant agrees to maintain a lawful Wyoming liquor license and follow all applicable laws regarding liquor service.

(c) Except for materials commonly used in restaurant operations and in compliance with all applicable laws, Tenant at all times shall keep the Premises and common areas free of Hazardous Materials (as hereinafter defined). Tenant shall not use, generate, manufacture, store, release, or dispose of Hazardous Materials in, on, or about the Premises. "Hazardous Materials" shall include, but not be limited to, substances defined as "hazardous substances," "hazardous materials," or "toxic" substances" in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C.A §§ 9601, et seq.; the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq.; and those substances defined as "hazardous wastes" under Wyoming law ; and in the regulations adopted and publications promulgated pursuant to said laws.

4.2 Condition of Premises. Tenant has inspected and investigated the Premises and, based solely upon Tenant's own inspection and investigation, has determined that the Premises are suitable for the operation of Tenant's business in all respects. Tenant acknowledges and agrees that Landlord has not made any warranty or representation to Tenant regarding the income potential or profitability of Tenant's use of the Premises for food and beverage operations and that Tenant has conducted and is relying upon its own investigation with respect to the financial requirements and financial potential of Tenant's proposed business at the Premises. Landlord and Tenant agree that Tenant hereby accepts the Premises and shall lease the Premises "AS IS" in the present existing condition as of the date of this Agreement, subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the Premises, and any easements, covenants or

restrictions of record (collectively, "Title Exceptions"), and accepts this Agreement subject thereto and to all matters disclosed thereby. Tenant acknowledges and agrees that neither Landlord nor Landlord's employees, representatives or agents, or the Manager, or the Manager's employees, representatives or agents, has made any representation or warranty, express or implied, as to the present or future suitability of the Premises for the conduct of Tenant's business. Landlord shall have no obligation to construct any additional improvements in, on or about the Premises, but Landlord reserves the right from time to time and at Landlord's expense, to make improvements to the Premises as desired by Landlord. Tenant hereby consents to the construction of improvements from time to time by Landlord, provided that Tenant reserves the right to approve any changes or modifications to the Building proposed by Landlord that would affect Tenant's business operations, which approval shall not be unreasonably withheld. Tenant covenants and agrees to comply with all of the terms and provisions of any Title Exceptions and not to cause or permit any action which would cause a breach of any of the provisions of the Title Exceptions.

4.4 Hours of Operation. Landlord and Tenant agree that the restaurant shall be open to the public no less than 5 days a week. Tenant may establish a more specific schedule for the service of alcoholic beverages and/or retain sales. The service of alcoholic beverages shall comply with all federal state and local laws and regulations. Landlord and Tenant shall mutually agree upon the hours of operation for the Premises

4.5 Restrictions on Use. Tenant agrees that Tenant's use and occupancy of the Premises shall be subject to the following:

(a) Tenant shall not do, bring, or keep anything in or about the Premises that will cause a cancellation of any insurance covering the Premises.
(b) Tenant shall not do or permit anything on the Premises that will cause damage to the Premises or any component part or system thereof. Tenant shall be responsible for the cost to repair any damage caused to the Premises by Tenant, Tenant's employees, agents, invitees and/or customers, which obligation shall survive the termination of this Agreement.

4.6 Experienced Restaurant Operator. Tenant acknowledges and agrees and warrants and represents to Landlord that (i) Tenant has experience in the restaurant business, and is knowledgeable and experienced in the financial and business risks attendant to operating a restaurant and is capable of evaluating the merits and risks of entering into this Agreement and operating a food and beverage operation at the Premises, (ii) Tenant has entered into this Agreement with the intention of making and relying upon its own or its experts' investigation of the physical, environmental, economic and legal condition of the Premises including, without limitation, feasibility, costs and investment return, and (iii) Tenant is not relying on any representations or warranties, express or implied, made by Landlord or its officers, employees, agents, or representatives ("Landlord Parties") or anyone acting or claiming to act on Landlord's behalf concerning the Premises or Tenant's proposed business at the Premises except as otherwise provided in this Agreement.

5. Maintenance, Repairs, Alterations and Common Area Services.
5.1 Landlord's Obligations.
(a) Subject to reimbursement as provided elsewhere in this Agreement, Landlord, at Landlord's expense, shall keep in good condition and repair the Building's roof, foundations, exterior walls (including painting), and structural condition of interior load bearing walls of the Building, as well as the parking lots, walkways, and driveways(collectively the "Landlord Obligations"). Landlord shall maintain the

exterior plumbing (including the sewer lateral maintenance) to the point it reaches the structure. Landlord shall have no obligation to make repairs under this Section 5.1 until a reasonable time after receipt of written notice from Tenant of the need for such repairs. Tenant expressly waives the benefits of any statute now or hereafter in effect which would otherwise afford Tenant the right to make repairs at Landlord's expense or to terminate this Agreement because of Landlord's failure to keep the Premises in good order, condition, and repair. Landlord may perform any such repairs or may contract with third parties for performance of repairs necessary under Landlord's obligations.

(b) Tenant shall be responsible for the grease trap and sewer laterals up to the cleanout immediately adjacent to the Building and interior plumbing clogs between a drain and the exterior building.

5.2 Tenant's Obligations.
(a) Tenant shall, at Tenant's sole cost and expense and in accordance with the terms of this Agreement, keep the Premises (including all tenant improvements, alterations, fixtures, furnishings and equipment) in good order, repair and condition at all times during the Term. Subject to Landlord's prior approval and within a reasonable period specified by Landlord, Tenant shall, at Tenant's sole cost and expense and in accordance with the terms of this Agreement, promptly and adequately repair all damage to the Premises and replace or repair all damaged or broken fixtures and other leasehold improvements.
(b) Tenant shall, at its own expense, maintain the roof-mounted chilling and condensing units, whose sole purpose is to support restaurant equipment or cool restaurant appliances.
(c) Tenant shall, at its own expense, provide janitorial service on a daily basis. Tenant agrees to keep the Premises in good order and in a clean and presentable condition, including all interior carpeting, painting, glazing, electrical, telephone, plumbing and all related facilities. Tenant further agrees to perform regular window cleaning, exterior and interior, at the Premises, sufficiently frequent to maintain the windows in first class condition, along with daily sweeping and/or hosing, as necessary of the exterior areas of the Premises.
(d) Tenant shall be responsible for the maintenance and replacement, whenever necessary, of all plate and other glass on the Premises and shall have the option to insure against this risk.
(e) On the last day of the Term hereof, or on any sooner termination, Tenant shall surrender the Premises to Landlord in the same condition as received, ordinary wear and tear excepted, clean and free of debris. Any damage or deterioration of the Premises shall not be deemed ordinary wear and tear if the same could have been prevented by good maintenance practices. Tenant shall repair any damage to the Premises occasioned by the installation or removal of Tenant's trade fixtures and alterations.

5.3 Alterations and Additions.
(a) Tenant shall not, without Landlord's prior written consent, make any alterations, improvements, additions, or Utility Installations (as hereinafter defined) in, on or about the Premises during the Lease Term, nor shall Tenant make any change or alteration to the exterior of the Premises. Tenant shall be solely responsible for the cost of any additions or alterations to the Premises or Building made by Tenant. As used in this Section 5.3, the term "Utility Installation" shall mean carpeting, window coverings, air lines, power panels, electrical distribution systems, lighting fixtures, space heaters, air conditioning, and plumbing. In the event that Landlord consents to any alteration, improvement, addition or Utility Installation, if Landlord so elects, Landlord may require that Tenant remove any or all of said alterations, improvements, additions or Utility Installations at the expiration of the Term and restore the Premises to its prior condition. Should Tenant make any alterations, improvements, additions, or Utility Installations without the prior written approval of Landlord, Landlord may, at any time during the Lease Term, require that Tenant remove any or all of the same. All work with respect to any alteration or addition must be performed in a good and workmanlike manner.

(b) Any alterations, improvements, additions or Utility Installations in or about the Premises that Tenant shall desire to make and which require the consent of Landlord shall be presented to Landlord in written form with proposed detailed plans. If Landlord shall give its consent, the consent shall be deemed conditioned upon Tenant acquiring any necessary permits from appropriate governmental agencies, the furnishing of copies thereof to Landlord prior to the commencement of the work, and the compliance by Tenant with all conditions of said permits in a prompt and expeditious manner.
(c) All alterations, improvements, additions and Utility Installations (whether or not such Utility Installations constitute trade fixtures of Tenant), which may be made on the Premises, shall be the property of Landlord and shall remain upon and be surrendered with the Premises at the expiration of the Lease Term, unless Landlord has elected to require their removal pursuant to Section 5.3(a). Notwithstanding the provisions of this Section 5.3(c), Tenant's machinery and equipment, other than that which is affixed to the Premises so that it cannot be removed without material damage to the Premises shall remain the property of Tenant and may be removed by Tenant subject to the provisions of Section 5.2.;
(d) Notwithstanding any other provision of this Agreement, if Landlord approves Tenant's request to remodel all or a portion of the Premises, then Tenant shall pay all such remodeling costs. Any remodels must be presented and approved by Landlord in writing.

5.4 Utility Additions. Landlord reserves the right to install new or additional utility facilities throughout the Premises for the benefit of Landlord or Tenant, including, but not by way of limitation, such utilities as plumbing, electrical systems, security systems, communication systems, and fire protection and detection systems, so long as such installations do not unreasonably interfere with Tenant's use of the Premises.

6. Insurance – Tenant shall procure and maintain for the duration of the Term insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Tenant's operation and use of the Premises. The cost of such insurance shall be borne by the Tenant, and at a minimum, Tenant shall maintain the insurance shall be as set forth below:

6.1 General Liability Insurance. A policy of comprehensive general liability insurance, including products and alcohol liability insurance riders, with limit of not less than two million dollars ($2,000,000) per occurrence. The insurance shall include, but not be limited to, protection against claims arising from death, bodily or personal injury, or damage to property insuring against all liability of Tenant, its agents, employees or licensees arising out of and in connection with Tenant's use or occupancy of the Premises. Any deductibles must be declared and approved by the Landlord.

6.2 Fire, Property and Casualty Insurance. Tenant shall obtain and keep in force during the Term of the Agreement a policy or policies of fire, property and casualty insurance covering loss or damage to the Building, Premises, and the related improvements, in an amount of at least two million dollars ($2,000,000) or more per occurrence for the replacement cost of the Premises, and the improvements used by Tenant under this Agreement. Any deductibles must be declared and approved by Landlord.

6.3 Tenant shall obtain and provide to the Landlord endorsements: (i) naming the Landlord, its officers, officials, employees and agents as additional insureds: (ii) specifying that the Landlord's insurance and/or risk management coverage is excess and non-contributing; and (iii) stating that the insurance policies shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. The coverage required in this Agreement shall not be suspended, voided, canceled, terminated, or reduced in coverage or in limits, except after Tenant or

Tenant's insurance provider provides thirty (30) days prior written notice by certified mail, return receipt requested, to Landlord.

6.4 Workers' Compensation Insurance. Tenant shall maintain workers' compensation insurance for all its employees consistent with applicable law.

6.5 Tenant's Failure to Maintain Insurance. In the event that Tenant fails, for any reason whatsoever, to secure and maintain any of the insurance policies Tenant is required to maintain pursuant to this Section 6, Landlord may, but shall not be obligated to, secure and maintain such insurance policies. Upon demand and presentation of a bill therefore, Tenant shall immediately pay the cost of such policies to Landlord. Alternatively, Landlord may terminate this Agreement upon ten (10) days written notice to Tenant if Tenant has not cured the failure to maintain insurance.

7. Damage or Destruction.
In the case of destruction, partial destruction, or damage by fire, earthquake or act of God, other casualty or a cause beyond the control of Tenant, Landlord shall restore the Building and Premises to substantially the same condition as it was immediately before destruction provided that insurance proceeds are sufficient to pay the cost of restoration and restoration can be made under the existing laws and completed within one hundred twenty (120) working days after the date of destruction. Landlord may approve a request for extension of time for restoration, and such destruction does not terminate this Agreement. If restoration cannot be made according to these terms, then within fifteen (15) days after the parties so determine, Landlord may terminate this Agreement immediately by giving written notice to Tenant.

7.1 Abatement of Rent; Tenant's Remedies.
(a) In the event Landlord repairs or restores the Premises after destruction pursuant to the provisions of this Agreement, the rent payable hereunder for the period during which such damage, repair or restoration continues shall be abated in proportion to the degree to which Tenant's use of the Premise is impaired. Except for abatement of rent, if any, Tenant shall have no claim against Landlord for any damage suffered by reason of any such damage, destruction, repair, or restoration. During any such period, Tenant shall continue to operate its business on the Premises to the extent practicable and Tenant's obligation to pay rent applicable to the useable portion of the Premises shall remain in full force and effect.
(b) If Landlord shall be obligated to repair or restore the Premises under the provisions of this Agreement and does not commence such repair or restoration within ninety (90) days after such obligation accrues, Tenant may, at Tenant's option, cancel and terminate this Agreement by giving Landlord written notice of Tenant's election to do so at any time prior to the commencement of such repair or restoration. In such event this Agreement shall terminate as of the date of such notice.
8. Assignment and Subletting.
Landlord's Consent Required. Tenant shall not voluntarily or by operation of law assign, transfer, mortgage, sublet or otherwise transfer or encumber all or any part of Tenant's interest in this Agreement or in the Premises (collectively referred to herein as a "Transfer"), without Landlord's prior written consent, which shall not be unreasonably withheld. Tenant acknowledges and agrees that the business and restaurant experience and reputation of persons affiliated with Tenant, was a material consideration for Landlord's execution of this Agreement. Any attempted Transfer without Landlord's prior written consent shall be null and void, and Landlord may terminate this

Agreement. Tenant shall submit to Landlord (a) the proposed sublease or assignment or other transfer agreement, and (b) all other information which Landlord may reasonably request including, without limitation, sufficient information to enable Landlord to determine the character, quality, type of business, and financial responsibility of the proposed transferee. Landlord shall respond to Tenant's request for consent hereunder in a timely manner. The form of any assignment or sublease is subject to Landlord's prior written approval.

9. Default; Remedies.
9.1 Default. The occurrence of any one or more of the following events
shall constitute a material default of this Agreement by Tenant:
(a) The vacating or abandonment of the Premises by Tenant for five (5) or more business days in any thirty-day period.
(b) The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder as and when due where such failure shall continue for a period of five (5) days after written notice thereof from Landlord to Tenant.
(c) The discovery by Landlord that any financial statement given to Landlord by Tenant or any guarantor of Tenant's obligation hereunder, was materially false at the time given.
(d) Except as otherwise provided in this Agreement, the failure by Tenant to observe or perform any of the covenants, conditions, or provisions of this Agreement to be observed or performed by Tenant, where such failure shall continue for a period of thirty (30) days after written notice of the default from Landlord. Tenant shall not be deemed to be in default if Tenant cures such default within said thirty (30) day period. If the default cannot reasonably be cured within thirty (30) days, Tenant shall not be in default of the Agreement if Tenant commences to cure the default within thirty (30) days and diligently and in good-faith works towards curing the default.
Notice given under this Section shall specify the alleged default and the applicable provision of this Agreement, and shall demand that Tenant perform the provision of this Agreement within the applicable timer period, or quit the premises. Notice given is not a termination of this Agreement, unless Landlord so elects and so states in the notice.

9.2 Remedies. In the event of any such material default by Tenant, Landlord may at any time thereafter, with or without notice or demand and without limiting Landlord in the exercise of any right or remedy which Landlord may have by reason of such default:

(a) Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Agreement and the Term hereof shall terminate and Tenant shall immediately surrender possession of the Premises to Landlord, in which case Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, all damages provided for Wyoming law, which provisions are hereby incorporated by reference into this Agreement, the cost of recovering possession of the Premises; expenses of reletting, including necessary renovation and alteration of the Premises, reasonable attorney fees, and any real estate commission actually paid; the worth at the time of award of the amount by which the unpaid rent for the balance of the Term after the time of such award exceeds the amount of such rental loss for the same period that Tenant proves could be reasonably avoided; and of any leasing commission paid by Landlord applicable to the unexpired Term of this Agreement. For purposes of this subsection, "worth at the time of award" shall be computed by allowing interest at a per annum rate of ten percent (10%).
(b) Maintain Tenant's right to possession in which case this Agreement shall continue in full force and effect whether or not Tenant shall have vacated or abandoned the Premises. In such event, Landlord

shall be entitled to enforce all of Landlord's rights and remedies under this Agreement, including the right to recover the rent and any additional charges as they become due hereunder.
(c) Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decisions of the State of Wyoming. Unpaid Rent and other unpaid monetary obligations of Tenant under the terms of this Agreement shall bear interest from the due date at the maximum rate then allowable by law.

10.Entire Agreement. This Agreement and the exhibits attached hereto set forth all the covenants, promises, agreements, conditions, and understandings between Landlord and Tenant concerning the Premises, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them, other than those expressly set forth herein. All negotiations and oral agreements have been merged into and are included herein, it being understood that this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements, understandings, representations and brochures, and none thereof shall be used to interpret or construe this Agreement.

11. Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to any party hereto by any other party to this Agreement shall be in writing and shall be deemed duly served, given or delivered when personally delivered to the party, or when sent by registered, certified or "Express Mail", or by Federal Express or other similar courier service of comparable reliability, returned receipt requested, postage prepaid, to the recipient at the addresses set forth below.

Either party may by specify a different address for notice purposes, by providing written notice to the other party. Upon Tenant's taking possession of the Premises, the Premises shall constitute Tenant's address for notice purposes.
Landlord:

FDRG Holding Company, LLC
Attn: Gavin Fine
260 W Broadway, Suite B
Jackson, WY 83001

12. Waiver; Modification. No waiver by Landlord of any provision hereof shall be deemed a waiver of any other provision hereof or of any subsequent breach by Tenant of the same or any other provision. Landlord's consent to, or approval of, any act shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act by Tenant. The acceptance of Rent hereunder by Landlord shall not be a waiver of any preceding breach by Tenant of any provision hereof, other than the failure of Tenant to pay the particular Rent so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such Rent.
No provision of this Agreement may be amended except by a mutual agreement in writing signed by the parties hereto or their respective successors in interest.

13. Holding Over. If Tenant, with Landlord's consent, remains in possession of the Premises or any part thereof after the expiration of the Term, such occupancy shall be a tenancy from month to month upon all the provisions of this Agreement pertaining to the obligations of Tenant. During the holding over period, Tenant shall pay Landlord Rent which shall be calculated in the same manner as it was calculated prior to expiration of this Agreement.

14. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

15. Covenants and Conditions. Each provision of this Agreement performable by Tenant shall be deemed both a covenant and a condition.

16. Binding Effect; Choice of Law. This Agreement shall bind the parties, their personal representatives, successors and assigns. This Agreement shall be governed by the laws of the State of Wyoming.

17. Indemnification. Tenant shall indemnify, defend and hold Landlord, its officers, officials, agents and employees from and against any and all claims, damages, demands, liabilities, costs, losses and expenses, including without limitation court costs and reasonable attorney's fees, arising out of or in connection with this Agreement, including, but not limited to, Tenant's use of the Premises, Tenant's negligent performance of work arising out of this Agreement and/or its negligent failure to comply with any of its obligations contained in this Agreement, except for such loss or damage which was caused by the sole negligence or willful misconduct of Landlord. Tenant shall defend Landlord against any such proceeding or action at Tenant's expense with counsel reasonably acceptable to Landlord or, at Landlord's election, Tenant shall reimburse, monthly, Landlord for any legal fees or costs incurred by Landlord associated with any such claim or action. This Section 17 shall constitute a separate agreement and shall survive termination of this Agreement.

18. Landlord's Access. Landlord and Landlord's agents shall have the right to enter the Premises at reasonable times for the purpose of inspecting the same, showing the same to prospective purchasers, lenders, insurers, or tenants, and making such alterations, repairs, improvements, or additions to the Premises or to the building of which they are part as Landlord may deem necessary or desirable. All activities of Landlord pursuant to this Section shall be without abatement of rent, nor shall Landlord have any liability to Tenant for the same.

19. Signs. Tenant shall not place any sign upon the Premises or any other part of the Building without Landlord's prior written consent, which it may or may not grant in its sole discretion.

20. Consents. Except for otherwise expressly provided for in this Agreement, wherever the consent of one party is required for an act of the other party, such consent shall not be unreasonably withheld or delayed.

21. Quiet Possession. Upon Tenant paying the rent for the Premises and observing and performing all of the covenants, conditions, and provisions on Tenant's part to be observed and performed hereunder. Tenant shall have quiet possession of the Premises for the entire Term hereof subject to all of the provisions of this Agreement.

22. Security Measures. Tenant hereby acknowledges that Landlord shall have no obligation whatsoever to provide guard service or other security measures for the benefit of the Premises or the Building. Tenant assumes all responsibility for the protection of Tenant, its agents and invitees, and the property of Tenant and of Tenant's agents and invitees from acts of third parties. Nothing herein contained shall prevent Landlord at Landlord's sole option from providing security protection.

23. Authority. Each party warrants and represents to the other party (as applicable) that (a) the individual signing this Agreement on behalf of such party is authorized to execute and deliver this Agreement on behalf of such party in accordance with a duly adopted and certified resolution of the such party's board of directors or members, as applicable, and in accordance with the articles of incorporation, operating agreement, charter, bylaws or other organizational documents of such party, and (b) this Agreement is binding on such party in accordance with its terms. Tenant shall, within thirty (30) days after execution of this Agreement, deliver to Landlord evidence of such authority satisfactory to Landlord.

25. Offer. Preparation of this Agreement by Landlord or Landlord's agent and submission of the same to Tenant shall not be deemed an offer to lease. This Agreement shall become binding upon Landlord and Tenant only when fully executed by Landlord and Tenant.

26. No Other Warranties or Representations. Tenant warrants and represents to Landlord that Tenant is not relying on any other warranties or representations by Landlord or the Landlord Parties, whether oral or written, express or implied, other than as set forth in this Agreement.

27. Force Majeure. If either party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive government laws or regulations or other causes without fault and beyond the control of the party obligated to perform (financial inability excepted), performance of such act shall be excused and extended for a period equivalent to the period of such delay; provided, however, nothing in this section contained shall excuse Tenant from the prompt payment of any rent or other charge required of Tenant hereunder except as may be expressly provided elsewhere in this Agreement.

28. Nondiscrimination Covenant. Tenant covenants not to discriminate against or segregate any person or group of persons, on account of race, color, creed, religion, sex, marital status, age, national origin, ancestry, or physical tenure, or on any other basis prohibited by law.

29. Captions. The titles and captions contained in this Agreement are inserted herein only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof. Unless otherwise specified to the contrary, all references to Sections are references to Sections of this Agreement.

30. Counterparts. This Agreement may be executed simultaneously in one (1) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

31. Enforcement of Certain Rights. Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any person, firm or corporation other than the parties hereto, and their successors or assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement, or result in such person, firm or corporation being deemed a Third party beneficiary of this Agreement.

32. Interpretation. It is agreed and acknowledged that the provisions of this Agreement have been arrived at through negotiation, and that each party has had a full and fair opportunity to revise the provisions of this Agreement and to have such provisions reviewed by legal counsel. Therefore, the

normal rule of construction that any ambiguities are to be resolved against the drafting party shall not apply in construing or interpreting this Agreement.

33. Jurisdiction and Venue. Landlord and Tenant agree and consent that the venue for any legal and/or equitable action concerning this Agreement shall be Jackson, Wyoming.

34. Severability. If any term or provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Agreement as of the date first written above.

LANDLORD:

FDRG HOLDING COMPANY, LLC

BY: _____
ITS: Owner

TENANT:

CRU, LLC

BY: _____
ITS: owner

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION
Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information


Please note that this form CANNOT be submitted in place of your Annual Report.

Name	Cru, LLC
Filing ID	2012-000622387
Type	Limited Liability Company
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Wyoming	Filing Date	05/16/2012 8:19 AM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Principal Address

260 West Broadway
Jackson, WY 83001

Mailing Address

PO Box 4871
Jackson, WY 83001

Registered Agent Address

Gavin Fine
260 W Broadway
Jackson, WY 83001

Parties

Type	Name / Organization / Address
Organizer	Gavin Fine

Notes

Date	Recorded By	Note

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: 122

License Fees

Annual Fee: $ 1500.00

Prorated Fee: $ _____

Transfer Fee: $ _____

Publishing Fee: $ 100.00

Date filed with clerk: 1 / 3 / 2022

Advertising Dates: (2 Weeks)

2/2/22 & 2/9/22

Hearing Date: 2/22/22

Publishing Fee Direct Billed to Applicant: ☐

License Term: 4 / 1 / 22 (Month / Day / Year) Through 3 / 31 / 23 (Month / Day / Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: Cuttys Bar and Grill LLC

Trade/Business Name (dba): Cuttys

Building to be licensed/Building Address: 1140 W Hwy 22 (Number & Street)

Jackson (City) WY (State) 83002 (Zip) Teton (County)

Local Mailing Address: PO Box 1301 (Number & Street or P.O. Box)

Jackson (City) WY (State) 83002 (Zip)

Local Business Telephone Number: (307) 201-1079 Fax Number: (_____)

Business E-Mail Address: jerry.fasy@gmail.com

FILING IN (CHOOSE ONLY ONE)

☒ CITY OF: Jackson

☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☒ LLC
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY (BAR)
☐ OFF-PREMISE ONLY (PACKAGE STORE)
☒ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY

☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☒ FULL TIME (e.g. Jan through Dec)	(specify months of operation)	from JAN to Dec
☐ SEASONAL/PART-TIME	DAYS OF WEEK (e.g. Mon through Sat)	from Mon to Sun
☐ NON-OPERATIONAL/PARKED	HOURS OF OPERATION (e.g. 10a - 2a)	from 11:30 AM to 9 pm

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)

(a) **OWN** the licensed building? ☐ YES (own)

(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☒ YES (lease)

(c) **LEASE** is current and on file with the licensing authority & Liquor Division.

If the lease is not current, please submit a copy pf the lease and indicate:

(i) When the lease expires, located on page 1 paragraph 1. of lease.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page 2 paragraph 8 5 of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)
(Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $_____(_____%)
(Line 2) Food Sales: $_____(_____%)
(Line 3) Gross Sales: $_____(_____%)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☐ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesale malt beverage license with the Liquor Division)

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer**, **and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Ashlee Nader	[redacted]	[redacted]	[redacted]	2.5	10	YES ☐ NO ☒	YES ☐ NO ☒
Gerald Fusy				10	80	YES ☐ NO ☒	YES ☐ NO ☒
Axel martinez				2.5	10	YES ☐ NO ☒	YES ☐ NO ☒

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) ***SS.***
COUNTY OF _____)

Signed and sworn to before me on this 9th day of December, 2021 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	Ashlee Nader	Ashlee Nader	Apm
2)			
3)			
4)			

Courtney R. Grant NOTARY PUBLIC Teton COUNTY, WYOMING My Commission Expires June 2, 2023

Witness my hand and official seal:

Courtney R. Grant
Signature of Notary Public

(SEAL)

My commission expires: June 2, 2023

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: Ashlee (First Name) Blair (Full Middle Name) Nader (Last Name)

Date of Birth: [redacted] Driver License: [redacted] State / Number

Ashlee Nader
Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 9th day of December, 2021.

Courtney R. Grant NOTARY PUBLIC Teton COUNTY, WYOMING My Commission Expires June 2, 2023 (SEAL)

Courtney R. Grant
Notary Public or officer authorized to administer oaths

Rev 10/2020

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION
Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information


Please note that this form CANNOT be submitted in place of your Annual Report.

Name	Cutty's Bar and Grill LLC
Filing ID	2011-000609934
Type	Limited Liability Company
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Wyoming	Filing Date	10/14/2011 2:14 PM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Principal Address

1140 W Hwy 22
PO Box 13011
Jackson, WY 83002

Mailing Address

1140 W Hwy 22
po box 13011
Jackson, WY 83002

Registered Agent Address

Ashlee Nadar
145 Aspen Drive 5
Jackson, WY 83001

Parties

Type	Name / Organization / Address
Organizer	Karla Figueroa

Notes

Date	Recorded By	Note

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: 289

License Fees

Annual Fee: $ 1514.00

Prorated Fee: $ _____

Transfer Fee: $ _____

Publishing Fee: $ 100.00

Publishing Fee Direct Billed to Applicant: ☐

Date filed with clerk: 1 / 3 / 2022

Advertising Dates: (2 Weeks) 2/2/22 & 2/9/22

Hearing Date: 2 / 22 / 22

License Term: 4 (Month) / 1 (Day) / 22 (Year) Through 3 (Month) / 31 (Day) / 23 (Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: Everest Momo Shack LLC

Trade/Business Name (dba): Everest Momo Shack

Building to be licensed/Building Address: 245 W. Pearl Avenue (Number & Street)

Jackson (City) WY (State) 83001 (Zip) Teton (County)

Local Mailing Address: Po Box 4364 (Number & Street or P.O. Box)

Jackson (City) WY (State) 83001 (Zip)

Local Business Telephone Number: (307) 201-1674 Fax Number: ( )

Business E-Mail Address: Sange-ant@hotmail.com

FILING IN (CHOOSE ONLY ONE)

☒ CITY OF: Jackson

☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☒ LLC
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY (BAR)
☐ OFF-PREMISE ONLY (PACKAGE STORE)
☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☒ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY

☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☐ FULL TIME (e.g. Jan through Dec) — (specify months of operation) from December to October

☐ SEASONAL/PART-TIME — DAYS OF WEEK (e.g. Mon through Sat) from Tuesday to Sunday

☐ NON-OPERATIONAL/PARKED — HOURS OF OPERATION (e.g. 10a - 2a) from 11 AM to 9 PM

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)

(a) **OWN** the licensed building? ☐ YES (own)

(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☒ YES (lease)

(c) **LEASE** is current and on file with the licensing authority & Liquor Division. Yes.

If the lease is not current, please submit a copy pf the lease and indicate:

(i) When the lease expires, located on page_____paragraph_____of lease.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page_____ paragraph_____of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)

(Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $ 16,636.53 (3.28 %)

(Line 2) Food Sales: $ 491,196.91 (96.72 %)

(Line 3) Gross Sales: $ 507,833.44 (100.00 %)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☒ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesale malt beverage license with the Liquor Division)

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer**, **and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Sange Sherpa	[redacted]			9	100%	YES ☐ NO ☒	YES ☒ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)

) SS.

COUNTY OF Teton *)*

Signed and sworn to before me on this 6th day of December, 20 21 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	[signature]	Sange D Shrp	Owner
2)			
3)			
4)			

MARY A HURST
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 166083
MY COMMISSION EXPIRES: 10/06/2027

Witness my hand and official seal: Mary A Hurst

Signature of Notary Public

(SEAL) My commission expires: 10-06-2027

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: SANGG (First Name) DOREEC (Full Middle Name) SHERYA (Last Name)

Date of Birth: [redacted] Driver License: [redacted] (State / Number)

Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 6th day of December, 20 21.

(SEAL)

MARY A HURST
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 166083
MY COMMISSION EXPIRES: 10/06/2027

Mary A Hurst
Notary Public or officer authorized to administer oaths

Rev 10/2020

Issued by:

WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES
2219 CAREY AVE
CHEYENNE, WY 82002

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 9143

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Issued to:

EXPIRATION DATE: 1/2/2023

EVEREST MOMO SHACK
245 W PEARL AVE
JACKSON, WY 83001

EVEREST MOMO SHACK LLC
SANGE SHERPA
PO BOX 4364
JACKSON, WY 83001

Director of Dept. of Ag

THIS LICENSE MUST BE CURRENT AND POSTED CONSPICUOUSLY AT THE PHYSICAL LOCATION

Issued by:

WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES
2219 CAREY AVE
CHEYENNE, WY 82002

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 9143

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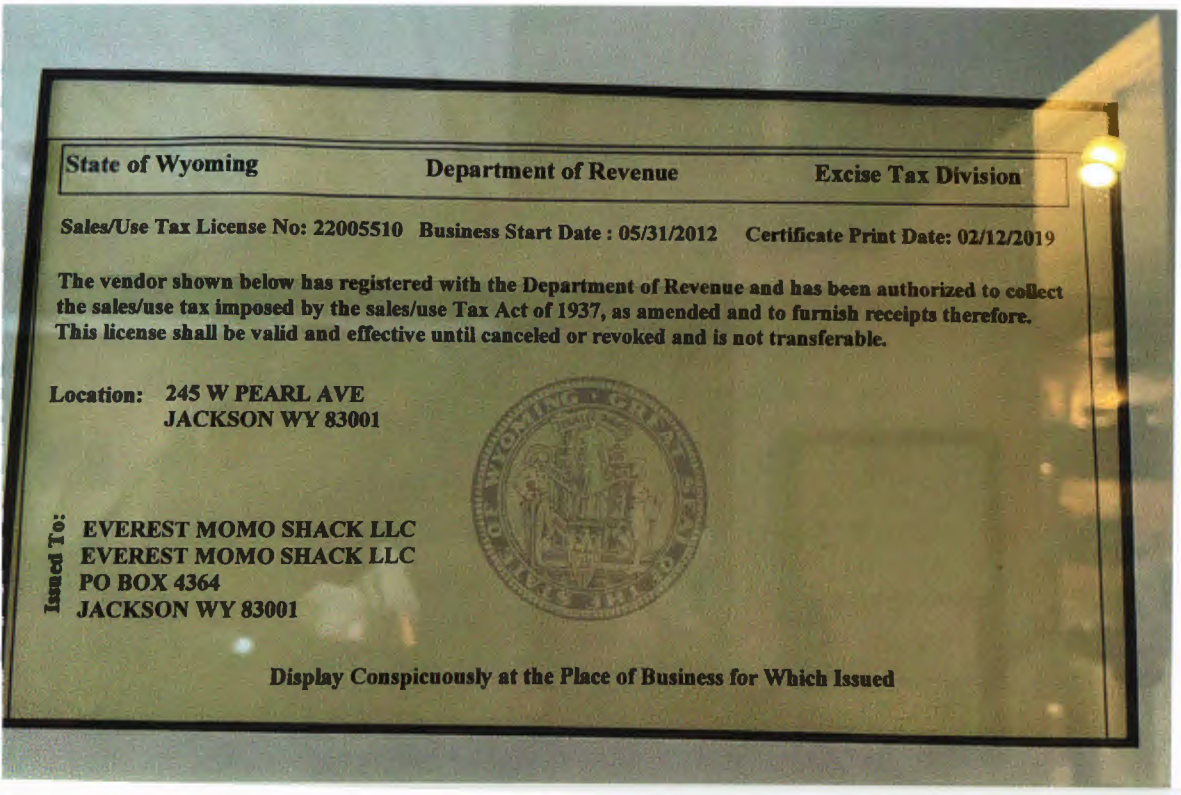
EXPIRATION DATE: 1/2/2022

Issued to:

EVEREST MOMO SHACK
245 W PEARL AVE
JACKSON, WY 83001

EVEREST MOMO SHACK LLC
SANGE SHERPA
PO BOX 4364
JACKSON, WY 83001

Dwight L. Wiman



State of Wyoming | Department of Revenue | Excise Tax Division

Sales/Use Tax License No: 22005510 Business Start Date : 05/31/2012 Certificate Print Date: 02/12/2019

The vendor shown below has registered with the Department of Revenue and has been authorized to collect the sales/use tax imposed by the sales/use Tax Act of 1937, as amended and to furnish receipts therefore. This license shall be valid and effective until canceled or revoked and is not transferable.

Location: 245 W PEARL AVE
JACKSON WY 83001

Issued To:
EVEREST MOMO SHACK LLC
EVEREST MOMO SHACK LLC
PO BOX 4364
JACKSON WY 83001

Display Conspicuously at the Place of Business for Which Issued

LEASE AGREEMENT
(Commercial)

This Lease Agreement (the "Lease") is made and entered into this 16th day of November, 2018, by and between **MAINS LEGACY INVESTMENTS LLC**, a Wyoming limited liability company ("Landlord"), and **EVEREST MOMO SHACK, LLC** a Wyoming limited liability company ("Tenant").

The Effective Date of this Lease shall be **DECEMBER 14, 2018,** subject to the terms and conditions set forth herein ("Effective Date"); provided, however, that all obligations and liabilities hereunder shall attach to Tenant on the date that Tenant takes possession of the Leased Premises (if possession is delivered early).

WITNESSETH:

WHEREAS, a certain Lease Agreement (the "Original Lease" or "Old Lease Agreement") was entered into on June 1, 2017 by and between Landlord and Tenant's predecessor in interest, Two 45 LLC, for the lease of the premises and improvements located at 245 West Pearl Street, Jackson, Wyoming, consisting of approximately 3,440 square feet, as more particularly described as Lot 10, Block 3, Wort Addition to the Town of Jackson (the "Leased Premises"); and

WHEREAS, the Old Lease Agreement is terminated contemporaneously with the execution of this Lease, pursuant to a Termination Agreement executed by Landlord and Two 45 LLC on November ___, 2018 (attached and incorporated to this Lease as "Exhibit A"), and the all rights, liabilities and obligations with regard to the Leased Premises shall be contemporaneously transitioned from Two 45 LLC to the Tenant as set forth in the Transition Agreement (attached and incorporated to this Lease as "Exhibit B"). The Parties intend that all rights, liabilities and obligations with regard to the Leased Premises shall be transitioned from Two 45 LLC to the Tenant contemporaneously with termination of the Old Lease Agreement, such that no "gap" exists between such termination and the institution of Tenant's obligations hereunder.

WHEREAS, Landlord and Tenant desire to enter into this Lease to be effective as of the Effective Date providing for substantially the same terms, covenants and conditions as the Old Lease Agreement for the occupancy of the Leased Premises by Tenant.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, undertakings and benefits to the parties, the parties agree as follows:

1. **Expiration and Termination of Old Lease Agreement.** As of the Effective Date, the Old Lease Agreement has been terminated in accordance with its terms and is hereby replaced in its entirety with this Lease. For the avoidance of any doubt, the Old Lease Agreement shall be of no further force and effect.

2. **Lease of Leased Premises.** Landlord agrees to lease to Tenant, and Tenant agrees to lease from Landlord, the Leased Premises according to the terms and conditions of this Lease.

3. **Term of Lease/Option To Renew.**

(a) Term. The initial term of the Lease shall be for a term of five (5) years, commencing on the Effective Date and terminating on December 13, 2023 (the "Initial Term," unless sooner terminated under the provisions of the Lease).

(b) Option to Renew. Tenant shall have the right to extend the term of this Lease for one (1) five-year term (the "Extension Term" and, together with the Initial Term, the "Term"). The Extension Term, if exercised, shall commence on December 1, 2023 and shall terminate on November 31, 2028. The option for the Extension Term shall be subject to the following terms and conditions: (i) Tenant shall give Landlord written notice (the "Extension Notice") of its election to extend the term of this Lease at least one hundred twenty (120) days prior to the commencement of the Extension Term, and (ii) Tenant shall not be in default in the performance of its obligations hereunder as of the time of the giving of the Extension Notice (and this condition may be waived by Landlord at its sole discretion and may not be used by Tenant as a means to negate the effectiveness of Tenant's exercise of this option). If Tenant shall fail to give such notice before the expiration of the Initial Term, then the right to extend shall terminate, and the Lease shall terminate at the end of the Initial Term of the Lease. The Base Rent during the Extension Term shall be as set forth in, and subject to, in Sections 4(d) and (e) herein.

4. **Rent and Payment.**

(a) Base Rent. Tenant covenants and agrees to pay Landlord annual rental of [redacted] (the "Base Rent"), which Base Rent is subject to adjustment as set forth herein:

(b) Additional Rent. Tenant shall pay Landlord as additional rent those charges in respect to Landlord's real property taxes and insurance costs as set forth in Sections 11 and 15 hereof. Any such charges and sums shall be deemed to be rent and shall be payable in the

manner provided and recoverable as rent, and Landlord shall have all rights specified in this Lease against Tenant for default in the payment thereof as in the case of arrears of rent.

(c) CPI Adjustment. Commencing on December 14, 2019 (the "Anniversary Date"), and on each Anniversary Date thereafter during the Term, and the Extension Term, the Base Rent shall be adjusted by the Annual Inflation Rate (as defined below) (the "Cost of Living Adjustment"), provided that such adjustment shall never result in the Base Rent being adjustment below the prior year's Base Rent. The term "Annual Inflation Rate" shall mean the Wyoming Cost of Living Index Annual Inflation Rates for the Northwest Region for the most recent prior quarter as published by the State of Wyoming Department of Administration and Division of Economic Analysis. If the Annual Inflation Rate is no longer published or is substantially changed so that in the opinion of the Landlord it does not accurately reflect the relative changes in the purchasing power of the Base Rent, the parties shall select another inflation rate index that most accurately carries out the intent hereof. Notwithstanding the foregoing, this Cost of Living Adjustment shall not be less than two percent (2.0%) in any one year.

(d) Rent during Extension Term. Upon Landlord's receipt of the Extension Notice of Tenant's intent to exercise its option to renew, Landlord and Tenant will immediately enter negotiations for the purpose of determining the rent for the Extension Term, which amount shall be based upon the fair market value of commercial rental amounts at such time. If the parties cannot agree on the rental amount for the Extension Term, they shall obtain an appraisal from an independent appraisal company selected by the agreement of Landlord and Tenant; provided, however, that (i) the rental amount for the Extension Term shall in no event be less than the rental amount as of 2023 and (ii) the rental amount for the first year of the Extension Term shall in no event be more twenty percent (20%) of the rental amount as of the last year of the Initial Term. The cost of such appraisal shall be split equally between Landlord and Tenant.

(e) CPI Adjustment During Renewal Term. Landlord and Tenant hereby agree that, commencing on December 1, 2023 and on each December 1 thereafter during the Extension Term, the rental amount shall be adjusted to reflect upward changes in the Annual Inflation Rate in accordance with Section 4(c) above.

(f) Payments. All payments described herein shall be tendered in lawful United States money, without any set-off or deduction whatsoever, made payable to Mains Legacy Investments LLC, and mailed to E. Douglas Mains and Mary C. Mains at P.O. 1567, Corvallis, Oregon 97339-1567, or at such other place as Landlord may designate from time to time.

(g) *December 2018 Rental Payment:* The Parties acknowledge that Two 45, LLC has paid the rental amount due for December 2018, and that it is incumbent upon Tenant and Two 45, LLC to arrange for proration of rental amounts, as set forth in Exhibit B.

5. **Sale of the Leased Premises by Landlord/Option to Purchase by Tenant.** Landlord reserves the right to market the Leased Premises for sale during the Term of this Lease, and Tenant shall be required to reasonably accommodate the Landlord and its agents in providing access to the Leased Premises for showing to potential purchasers. In the event that Landlord sells the Leased Premises during the Term of the Lease Agreement, such sale shall be subject to this Lease Agreement unless otherwise agreed to in writing by the Parties. Landlord shall assign its rights and obligations under this Lease Agreement to a purchaser and shall be relieved of all obligations and liability after such conveyance.

Should Landlord decide to sell the Leased Premises during the Lease Term, before listing the property publicly, Landlord shall first inform Tenant of the purchase price and terms and conditions of purchase. Landlord and Tenant shall have ten (10) business days in which to enter into a Purchase and Sale Agreement ("Agreement"), and Tenant shall have thirty (30) business days after entering into such Agreement to close on the purchase should Tenant opt to do so. Failure to enter into an Agreement or to purchase the Property within the timeframe set forth herein will terminate Tenant's first option to purchase the Leased Premises, and Landlord shall then be free to offer the Leased Premises for sale on the open market. If Tenant does not purchase the Leased Property pursuant to these terms and conditions, such shall not affect the remainder of the Lease and Option to Renew.

6. **Late Rent Charges.** If the monthly rent payments are not paid within ten (10) days of the due date, a late charge of four percent (4%) of such overdue amount shall be paid by Tenant. Additionally, said overdue amount shall automatically accrue interest at an interest rate of eighteen percent (18%) from the due date, which accrual of interest shall continue until the rent payment, together with accrued interest, is paid. Such interest shall begin to accrue automatically on all delinquent rent payments (not paid within the ten (10)-day grace period) and shall be payable on demand without notice to Tenant.

7. **Security Deposit.** Upon the Effective Date, Tenant shall deposit $1,000.00 with Landlord, which amount shall be held by Landlord as security for the full and timely performance by Tenant of the terms and conditions herein and for the payment of any final judgment that may be rendered against Tenant for a breach of those items and conditions. No interest shall be paid on the security deposit. The rights of Landlord against Tenant for a breach of this Lease shall in no way be limited or restricted by the security deposit, but Landlord shall have the absolute right to pursue any available remedy to protect its interests herein, as if the security deposit had not been made. The security deposit shall be returned to Tenant at the expiration of this Lease

provided that all the terms and conditions herein contained have been fully performed by Tenant. Should the Leased Premises be sold, Landlord shall transfer or deliver this security deposit to the purchaser of the interest, and Landlord shall then be discharged from any further liability with respect to the security deposit.

8. **Use of the Leased Premises.** The use of the Leased Premises shall be restricted to a restaurant and retails sales of merchandise. Furthermore, the Leased Premises shall be used and occupied by Tenant in a careful, safe and proper manner and Tenant shall pay on demand for any damage to the Leased Premises caused by the misuse of same by it, its agents, employees, licensees and invitees. Tenant shall use the Leased Premises only for purposes not prohibited by the laws, regulations, covenants and ordinances of the United States, the State of Wyoming, Teton County, and the Town of Jackson, and agrees to obtain and maintain all necessary licenses and permits to allow for the sale of alcoholic beverages on the Leased Premises. Landlord hereby permits the sale of alcoholic beverages on the Leased Premises so long as the Lessee obtains and maintains all necessary licenses and permits to allow for the sale of alcoholic beverages on the Leased Premises. Tenant shall not use or keep any substance or material in or about the Leased Premises which may vitiate or endanger the validity of the insurance on the Leased Premises or increase the hazard of the risk.

9. **Acceptance of Leased Premises.** Taking possession of the Leased Premises by Tenant shall be conclusive evidence as against the Tenant that such premises were in good and satisfactory condition when possession of same was taken. Tenant have inspected the Leased Premises and accept the same in "as is" condition.

10. **Subordination to Mortgage.** This Lease shall be and is hereby made subordinate to any mortgages or other security instruments that may now or hereafter encumber the Leased Premises, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination need be required by any mortgagee or security holder. Tenant shall, at Landlord's request, promptly execute any appropriate estoppel certificate, subordination agreement or instrument that Landlord may reasonably request in this regard.

11. **Taxes and Assessments.** Tenant shall reimburse Landlord for all real estate taxes, real estate assessments, and any and all other governmental charges, assessments or taxes payable in respect to the Leased Premises or any part thereof during the Term within thirty (30) days of submission of a statement therefor, with the appropriate notices or invoices attached. Tenant shall be liable for taxes levied against its personal property, trade fixtures and other property placed by Tenant in, on or about the Leased Premises.

(a) Property Taxes for 2018: The Parties acknowledge that Two 45, LLC has paid the

property tax amount due for 2018, and that it is incumbent upon Tenant and Two 45, LLC to arrange for proration of rental amounts, as set forth in Exhibit B.

12. **Utilities.** Tenant shall pay for the use of all the water, sewage, electrical, gas, telephone, cable television, garbage and other utility services to or used by and in connection with the Leased Premises. Tenant shall establish and maintain all utilities accounts in its name, unless prohibited by an individual utility and in that event, shall promptly reimburse Landlord for all utility payments made by Landlord with respect to the Leased Premises.

13. **Repair and Maintenance.** Tenant acknowledges that the Leased Premises are in good repair and working order. Tenant shall, at its sole expense, maintain the interior of the Leased Premises in as good order and repair as it was at the date of the commencement of this Lease, reasonable wear and tear excepted. Landlord shall, at its sole expense, maintain the exterior of the Leased Premises and all electrical, plumbing and mechanical systems in as good order and repair as they were at the commencement of this Lease.

Any repairs or improvements that Tenant desires to perform that will cost in excess of $500.00 must be conducted by a licensed and qualified contractor approved by Landlord prior to the commencement of such repairs or improvements.

Tenant shall not knowingly commit or willingly permit to be committed any act or thing contrary to the rules and regulations of any federal, state, municipal or quasi-governmental authority.

Tenant shall permit Landlord, or its representatives, to inspect upon reasonable notice the Leased Premises and to make improvements to the Leased Premises as Landlord may now or hereafter deem to be necessary and/or appropriate for the Leased Premises. All such improvements shall be done, so far as practicable, to avoid interference with Tenant's occupancy and use of the Leased Premises, provided that Tenant shall not be entitled to compensation for unavoidable interference with its occupancy and use.

Notwithstanding anything herein to the contrary, Landlord shall, at its sole expense, maintain in as good order and repair as it was at the date of the commencement of this Lease, reasonable wear and tear excepted, the roof of the Leased Premises and any other structural components of the Leased Premises.

14. **Alterations.** Landlord shall have the right at any time to enter the Leased Premises to make such additions, repairs or alterations as it may deem necessary or proper for the safety, improvement or preservation of the Leased Premises.

Tenant shall make no alterations in or additions to the Leased Premises without first obtaining the written consent of the Landlord, whose 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.

15. **Insurance.** Landlord shall maintain fire and extended "all-risk" coverage insurance upon the Leased Premises. Such insurance shall be maintained with an insurance company authorized to do business in Wyoming in an amount not less than the full insurable value of the Leased Premises during the Term. During the Term, Tenant shall reimburse Landlord for the costs of such insurance within thirty (30) days of submittal of a statement therefor, with the appropriate invoices attached.

Tenant shall maintain at their sole expense fire and extended coverage insurance on all of their personal property, including trade fixtures and on all additions and improvements made by Tenant not required to be insured by Landlord.

Tenant shall maintain at their sole expense a policy or policies of comprehensive general liability insurance with the premiums thereon fully paid on or before due date, issued by and binding upon an insurance company with a Best Rating Guide A plus Class 15 Rating, such insurance to afford minimum protection of not less than One Million Dollars ($1,000,000.00) per occurrence, Two Million Dollars ($2,000,000.00) aggregate in respect to personal injury and/or death to one or more persons and for property damage. The insurance policy shall name Landlord as an additional insured and shall cover all risks incident to Tenant's use of the Leased Premises and business in connection therewith.

Tenant shall furnish Landlord with certificates and copies of all insurance policies to be maintained by Tenant with evidence of payment of the premiums thereon. All such insurance policies shall contain a clause or endorsement to the effect that they may not be terminated or materially amended during the Term e except after fifteen (15) days written notice thereof to Landlord. Landlord shall be named on all insurance policies as an additional insured.

16. **Assignment, Sublease and Mortgage by Tenant.** Tenant shall not assign or create a security interest in, pledge or encumber this Lease or the Leased Premises, in whole or in part, or sublet the whole or permit the use of the whole or any part thereof by any sub-tenant, licensee or concessionaire, unless Tenant first obtain Landlord's written consent and Landlord's approval of the creditworthiness of the assignee. If Tenant desire to sublet all or a portion of the Leased Premises, Landlord must first provide written consent to the terms and conditions of the sublease, which sublease must be in writing and provided to Landlord. Upon Landlord's consent, Tenant must provide Landlord with a copy of the fully executed sublease, and must continue to

provide Landlord with any amendments, changes or additions thereto as they occur. In no event shall Tenant sublease a portion of the Leased Premises for a term that extends beyond the Term of this Lease Agreement, and the Tenant must require that the sublease carry the same types and amounts of insurance as required by Tenant under this Lease Agreement. Landlord acknowledges that a Sublease Agreement between Tenant and a Sublessee currently is in place and consents to the same. Landlord acknowledges that Tenant is solely responsible for all risks associated with inability to sublease any portion of the Leased Premises, and Tenant is solely entitled to all profits generated from subleasing any portion of the Leased Premises during the Term of this Lease.

In the event of Tenant request that the Lease Agreement specifically be assigned upon sale of its business, Tenant must obtain the written consent of Landlord. Upon such assignment, the rent required to be paid under Section 4 herein, shall increase to market rates, as determined based on an appraisal or rental analysis performed by a real estate professional. Prior to such assignment, Landlord may request review and approval of any new tenant's financial information prior to such assignment. In such case, Tenant shall pay all costs related to the assignment, including but not limited to all attorney's fees and costs, appraisal fees, credit report fees, etc.

17. **Signs.** Tenant shall have the right to erect and maintain signs in, on or about the Leased Premises, provided, that same shall comply with governing laws, regulations, covenants and ordinances of the United States, State of Wyoming, County of Teton and the Town of Jackson.

18. **Tenant's Covenants.** Tenant covenant that they shall:

(a) Comply with all laws, orders, regulations, rules, ordinances and covenants of any state or federal statute or local ordinance or regulation applicable to Tenant and/or their use of the Leased Premises.

(b) Give to Landlord immediate verbal notice, followed by prompt written notice, of any accident, fire or damage occurring on or to the Leased Premises.

(c) Keep the Leased Premises sufficiently heated to prevent freezing of pipes, waterlines and fixtures.

(d) Keep the Leased Premises orderly, clean, sanitary and free from objectionable odors and insects, vermin, pets, pests or nuisances.

(e) Do all things reasonably possible to prevent filing of any mechanics' or other liens

against the Leased Premises or any part thereof by reason of work, labor, services or materials furnished or deemed to have been furnished to Tenant, or anyone holding the Leased Premises or any part thereof, through or under Tenant. If any such lien shall be filed against the Leased Premises, Tenant shall either cause the same to be discharged of record within twenty (20) days after the date of the filing of same, or if the Tenant, in Tenant's discretion and in good faith, determines the lien should be contested, Tenant shall furnish such security as may be necessary or required to prevent any foreclosure against Tenant's or Landlord's interest in the Leased Premises. If Tenant shall fail to discharge such lien within such period, or fail to furnish adequate security, then in addition to any other right of remedy of Landlord, Landlord may but shall not be obligated to discharge the lien either by paying the amount claimed to be due or by procuring the discharge of such lien by obtaining security or in any other manner available to Landlord. Nothing herein contained shall imply any consent or agreement on the part of Landlord to subject Landlord's interest in the Leased Premises to liability under any mechanics' or other lien law.

(f) Repay Landlord, as additional rent, on demand, all sums disbursed or deposited by Landlord pursuant to the provisions of this Section 18, including Landlord's costs, expenses and reasonable attorneys' fees incurred by Landlord in connection therewith.

(g) Permit no one other than employees, agents, servants and business invitees to remain in or loiter upon the Leased Premises.

(h) Comply with all reasonable rules and regulations that may be established, from time to time, by Landlord. Tenant covenant that they shall not do or suffer to be done anything objectionable to the fire insurance companies, whereby the fire insurance or any other insurance now in force or hereafter to be placed on the Leased Premises or any part thereof shall become void or suspended, or berated as a more hazardous risk than at the date when Tenant receive possession hereunder. In the event of breach of this covenant, in addition to all other remedies of Landlord, Tenant shall pay to Landlord as additional rent any increase in insurance premiums.

19. **Landlord's Covenants of Quiet Enjoyment.** The Landlord covenants that the Tenant, upon paying the rentals and performing the covenants upon its part to be performed herein, shall peacefully and quietly have, hold and enjoy the Leased Premises during Term.

20. **Damage or Destruction to Leased Premises.** If the Leased Premises

shall be damaged by fire, the elements, unavoidable accident or other casualty, without the fault or negligence of Tenant, or Tenant's servants, employees, agents, visitors, licensees, invitees or sub-Tenant, and the Leased Premises are not thereby rendered untenantable in whole or in part, Landlord shall, at its expense, cause such damage to be repaired, and the rent shall not be abated. If, by reason of such occurrence, the Leased Premises shall be rendered untenantable only in part, Landlord shall promptly cause the damage to be repaired and the rent, during such period of repair, shall be abated proportionately to the portion of the Leased Premises rendered untenantable. If, by reason of such occurrence, the Leased Premises shall be rendered wholly untenantable, Landlord shall cause such damage to be repaired and the rent, during such period of repair, shall be abated in whole. There shall be no extension of the Term by reason of such abatement. Notwithstanding the foregoing provisions, if the Leased Premises shall be rendered wholly untenantable by reason of such occurrence and the Leased Premises cannot be repaired within three (3) months from the date such damage occurs, Landlord or Tenant shall, at their option, have the right to declare the balance of the Term to be null and void.

If any such damage or destruction occurring to the Leased Premises, whether partial or complete, shall occur as the result of the fault or any negligence of Tenant or Tenant's servants, employees, agents, business invitees, licensees or sub-Tenant, there shall be no apportionment or abatement of rent during the Term.

21. **Default by Tenant.** The Tenant agree to observe and perform the conditions and covenants set forth in this Lease, and further agrees that if default be made in the payment of any rent and such payment default continues for ten (10) days following written notice, or if Tenant shall fail to observe or perform any of the other conditions or covenants and such other default shall continue for more than thirty (30) days after written notice of such default, then and in that event, and as often as the same may happen, it shall be lawful for Landlord, at its election, with or without previous notice, to terminate this Lease or to re-enter and repossess itself of the Leased Premises without termination, with or without legal proceeding, using such force as may be necessary, and to remove therefrom any personal property belonging to Tenant without prejudice to any claim for rent or for breach of the covenants hereof, or without being guilty of any manner of trespass or forcible entry and detainer. The foregoing described rights shall be non-exclusive and shall be in addition to any and all of the rights and remedies Landlord may have pursuant to governing law.

22. **Payment after Termination.** No payments of money by Tenant to Landlord after the termination of this Lease, in any manner or after the giving of any notice by Landlord to Tenant shall reinstate, continue or extend the Term or affect any notice given to Tenant prior to the payment of such money.

23. **Abandonment of Leased Premises.** If Tenant shall abandon or vacate the

Leased Premises before the end of the Term, or if Landlord re-enters the Leased Premises without termination, the Landlord may, at its option and without notice to Tenant, enter the Leased Premises, and re-let the same, or any part thereof, as it may see fit, without thereby voiding or terminating this Lease, and, for the purpose of such re-letting, Landlord is authorized to make any repairs, changes, alterations or additions in or to the Leased Premises, as may, in the sole discretion of Landlord, be necessary or desirable for the purpose of such re-letting, and if a sufficient sum shall not be realized from such re-letting each month to equal the monthly rental under the provisions of this Lease, then Tenant agree to pay such deficiency.

24. **Indemnification.** Tenant shall indemnify Landlord and save it harmless from and against any and all claims, actions, damages, liability and expense in connection with loss of life, personal injury or damage to property occurring in or about, or arising out of or from the Leased Premises and adjacent sidewalks and loading areas, or the occupancy or use of the Leased Premises by Tenant or their sub-Tenant, or occasioned wholly or in part by any act or omission of Tenant, their agents, licensees, business invitees, concessionaires, contractors, customers, employees or sub-Tenant.

In the event that Landlord shall be made a party to any litigation commenced by or against Tenant, their agents, licensees, business invitees, concessionaires, contractors, customers, employees or sub-Tenant, Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses and reasonable attorneys' fees incurred or paid by Landlord in connection with such litigation.

25. **Attorneys' Fees.** In the event either party shall find it necessary to obtain the services of an attorney to enforce any of the covenants and conditions of this Lease, the prevailing party shall be entitled to reimbursement for all costs and expenses, including reasonable attorneys' fees, whether or not litigation is commenced.

26. **Trade Fixtures.** Trade fixtures installed by Tenant in the Leased Premises shall remain the property of the Tenant and shall be removable at any time by them on or before the termination of this Lease by lapse of time or otherwise. Any damage caused to the Leased Premises that is the result of such removal shall be repaired by Tenant at their expense. Any such trade fixtures not removed at or prior to the termination shall become the property of Landlord. Lighting fixtures, whether or not installed by Tenant, shall not be removable at the expiration or earlier termination of this Lease, and shall become the sole property of Landlord.

27. **Landlord's Access.** Landlord and its agents, employees or other representatives may enter the Leased Premises at any reasonable time after reasonable notice for the purpose of (a) inspecting the Leased Premises to ascertain Tenant's compliance with the terms and conditions of this Lease, (b) in order to make repairs, additions or alterations as the Landlord

deems necessary, (c) to post notices of non-responsibility under mechanics' lien law, (d) to exhibit the Leased Premises for sale, lease or mortgage financing, or (e) for any other reasonable purposes.

28. **Notices.** Any notices required or permitted to be given or served by either party to the other shall be deemed to have been duly given or served if in writing and forwarded by certified mail, postage prepaid, return receipt requested, to the respective addresses set forth below. Such notices shall be deemed given upon mailing of same.

Tenant: Everest Momo Shack, LLC
PO Box 4364
Jackson, WY 83001

Landlord: Mains Legacy Investments, LLC
P.O. 1567
Corvallis, Oregon 97339-1567

29. **Amendment or Modification.** Tenant acknowledge and agree that they have not relied upon any statement, representation, agreement or warranty, except such as are expressly stated herein, and that no amendment or modification of this Lease shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution of this Lease.

30. **Memorandum of Lease.** The parties may execute a short-form memorandum of this Lease in recordable form which may, at either parties' option, be placed of record in the Teton County real estate records.

31. **No Partnership.** No partnership or joint venture is created by this Lease. The Landlord and Tenant shall be construed to be that relationship of landlord and tenant only.

32. **Miscellaneous.** This Lease supersedes all prior agreements between the parties with respect to the subject matter hereof (including the Old Lease Agreement) and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to the subject matter hereof. Time is of the essence. No waiver of any breach of any one or more of the conditions or covenants in this Lease by Landlord shall be deemed to imply or constitute a waiver of any succeeding or other breach hereunder. This Lease and its provisions shall be construed and enforced in accordance with and pursuant to governing Wyoming law. The headings used in this Lease are for convenience only and are not to be used in its construction. Whenever used, the singular shall include the plural, the plural the singular and the use of any gender shall include all genders. If there is more than one person

IN WITNESS WHEREOF, the Parties hereto have executed this Lease to be effective as of the date and year indicated above.

LANDLORD:
Mains Legacy Investments LLC, a Wyoming Limited Liability Company

Signed: Mary C Mains

Printed Name: Mary C. Mains

Date: 11/17/2018

TENANT:
Everest Momo Shack LLC, a Wyoming Limited Liability Company

Signed:

Printed Name: Sange Sherpa

Date: 11 19 2018

Signed: Everett Douglas Mains

Printed Name: Everett Douglas Mains

Date: 11/17/2018

Exhibit A

TERMINATION OF LEASE AGREEMENT

Mains Legacy Investments LLC, a Wyoming limited liability company, and Two 45 LLC, a Wyoming limited liability company, for good and valuable consideration, receipt of which is hereby acknowledged, do both release and relinquish all rights, duties, and obligations under that Lease Agreement between Mains Legacy Investments LLC, a Wyoming limited liability company, as Lessor and Two 45 LLC, a Wyoming limited liability company, as Lessee, with an Effective Date of June 1, 2017. This termination shall include but not limited to any renewal rights and rights of first refusal therein (if any). By the signing hereof, the undersigned both intend and agree that said Lease Agreement is terminated and effective as of the 14th day of December, 2018 with no further duties or obligations owed the other. The real property formerly subject to the Lease is located at 245 West Pearl Street, Jackson, Wyoming, consisting of approximately 3,440 square feet, legally described as Lot 10, Block 3, Wort Addition to the Town of Jackson. Teton County, Wyoming per Plat No. 107

Mains Legacy Investments LLC, a
Wyoming limited liability company:

Mary C Mains 11/17/2018
Member date

Everett Doug Mains 11/17/2018
Member date

Two 45 LLC, a Wyoming
limited liability company:

_____
Manager date

Exhibit A

TERMINATION OF LEASE AGREEMENT

Mains Legacy Investments LLC, a Wyoming limited liability company, and Two 45 LLC, a Wyoming limited liability company, for good and valuable consideration, receipt of which is hereby acknowledged, do both release and relinquish all rights, duties, and obligations under that Lease Agreement between Mains Legacy Investments LLC, a Wyoming limited liability company, as Lessor and Two 45 LLC, a Wyoming limited liability company, as Lessee, dated June 1, 2017. This termination shall include but not be limited to any renewal rights and rights of first refusal therein (if any). By the signing hereof, the undersigned both intend and agree that said Lease Agreement is terminated and effective on or before December 14, 2018 (i.e., the date on which Everest Momo Shack LLC is given possession of the restaurant operated by Two 45 LLC) with no further duties or obligations owed the other thereafter. The real property which is the subject of this termination is located at 245 West Pearl Street, Jackson, Wyoming, consisting of approximately 3,440 square feet, legally described as Lot 10, Block 3, Wort Addition to the Town of Jackson. Teton County, Wyoming per Plat No. 107

Mains Legacy Investments LLC, a
Wyoming limited liability company:

_____

Manager date

Two 45 LLC, a Wyoming
limited liability company:

11/16/18

Manager date

EXHIBIT B

TRANSITION AGREEMENT

This Transition Agreement (the "Transition Agreement") is made and entered into this 16th day of November, 2018, by and between **TWO 45, LLC**, a Wyoming limited liability company ("Current Tenant"), and **EVEREST MOMO SHACK, LLC** a Wyoming limited liability company ("Future Tenant").

WITNESSETH:

WHEREAS, a certain Lease Agreement (the "Current Lease") was entered into on June 1, 2017 by and between Landlord and Current Tenant, for the lease of the premises and improvements located at 245 West Pearl Street, Jackson, Wyoming, consisting of approximately 3,440 square feet, as more particularly described as Lot 10, Block 3, Wort Addition to the Town of Jackson (the "Leased Premises");

WHEREAS, the Current Tenant is contemporaneously entering into a Termination Agreement with Landlord whereby the Current Tenant is relieved of its obligations and liabilities under the Current Lease, and the Future Tenant is contemporaneously entering into a Lease with Landlord under which the Future Tenant shall assume all rights, liabilities and obligations with regard to the Leased Premises as of the Effective Date of the Lease;

WHEREAS, the Current Tenant and Future Tenant executed a Bill of Sale on October 11, 2018 (incorporated herein by reference), regarding certain items of personal property, pursuant to which the Current Tenant and Future Tenant agree to a "Closing Date" of December 14, 2018;

WHEREAS, as of the date that this Transition Agreement is executed, the Current Tenant has delivered the full rental amount due for December 2018 to Landlord;

WHEREAS, the Current Tenant and Future Tenant hereby set forth the terms and conditions under which possession of the Leased Premises shall occur during the month of December 2018.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, undertakings and benefits to the parties, the parties agree as follows:

1. **Transition Date**: Current Tenant and Future Tenant agree that the date upon which Current Tenant delivers possession of the Leased Premises to Future Tenant ("Transition Date") shall occur on December 14, 2018 at 9:00 a.m. Current Tenant shall deliver a key to the premises to Future Tenant on December 12, 2018 at 9:00 a.m. so Future Tenant may view the premises. The closing of the sale and payment of the remaining balance of the purchase price and prorations shall occur no later than at 9:00 a.m. on December 14, 2018.

2. **Payment of Prorated Amounts**: Subject to the terms and conditions of this Transition Agreement, Future Tenant shall pay to Current Tenant prorated amounts due in connection with the following:

(a) *December 2018 Rent*: Future Tenant shall pay to Current Tenant a portion of December 2018 rent due on the Leased Premises, prorated from the Transition Date through the end of the month.

(b) *2018 Property Taxes*: Future Tenant shall pay to Current Tenant a portion of 2018 Property Taxes due on the Leased Premises, prorated from the Transition Date through the end of the year.

(c) *Insurance Costs*: Future Tenant shall reimburse Current Tenant a portion of any insurance costs incurred by Current Tenant, prorated from the Transition Date through the end of the month.

3. **Failure to Deliver Possession on or before December 14, 2018**: If Current Tenant fails to deliver possession of the Leased Premises by 9:00 am on Wednesday, December 14, 2018, then Current Tenant shall forfeit the right to collect any monies due under the Bill of Sale dated October 11, 2018, and shall return Future Tenant's Earnest Money paid thereunder no later than December 15, 2018.

4. **Future Tenant's Access to Premises Prior to Transition Date**: Prior to delivery of the Leased Premises, Current Tenant shall permit the Future Tenant to have reasonable access to the Leased Premises for purposes of preparing applications and securing operational permits/licenses, planning for operations, décor and signage, and related activities. Future Tenant shall communicate with Current Tenant prior to any such entry and access.

[SIGNATURES ARE ON THE NEXT PAGE]

CURRENT TENANT:

Two 45 LLC, a Wyoming Limited Liability Company

Signed: _____

Printed Name: CHONTHICHAR PHONGTHIPSUKON

Date: 11/16/18

FUTURE TENANT:

Everest Momo Shack LLC, a Wyoming Limited Liability Company

Signed: _____

Printed Name: SANGE D SHERPA

Date: 11/16/18

Assignor	Assignee:
Two 45, LLC, a Wyoming Limited Liability Company	**Everest Momo Shack LLC, a Wyoming Limited Liability Company**
Signed:	Signed:
Printed Name: CHONTHICHAR PHONGTHIPCUKON	Printed Name: Sange D Sherpa
Date: 11/19/18	Date: 11/19/18

Assignment Agreement

This assignment agreement (this "Assignment Agreement") is entered into as of this 19 Day of November 2018, by and between Two 45, LLC, a Wyoming Limited Liability company (the "Assignor"), and Everest Momo Shack LLC, a Wyoming Limited Liability company (the "Assignee").

WHEREAS, the Assignor wishes to transfer and assign to the Assignee all of the Assignor's rights and interests in and to, and obligations under, the Town of Jackson Wyoming Restaurant Liquor License, Local License Number 227 and the Assignee wishes to be the assignee and transferee of such rights, interests and obligations.

NOW, THEREFORE, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Assignment and Assumption. The Assignor hereby transfers and assigns to the Assignee, and the Assignee hereby acquires from the Assignor all of the Assignor's rights, and interests in the Town of Jackson Wyoming Restaurant Liquor License, Local License Number 227 of whatever kind or nature, and the Assignee hereby assumes and agrees to perform all obligations, duties, liabilities and commitments of the Assignor under the Town of Jackson Wyoming Restaurant Liquor License, Local License Number 227, of whatever kind or nature.

2. Effectiveness. This Assignment Agreement shall be effective as December 14, 2018, when the sale from Assignor to Assignee shall be fully consummated.

3. Governing Law; Binding Effect. This Assignment Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming applicable to contracts made and performed in such state without giving effect to the choice of law principles of such state that would require or permit the application of the laws of another jurisdiction.

4. Counterparts. This Assignment Agreement may be executed in one or more counterparts, including facsimile counterparts, each of which shall be deemed to be an original copy of this Assignment Agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. Delivery of such counterparts by facsimile or electronic mail (in PDF or .tiff format) shall be deemed effective as manual delivery.

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION
Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information

Please note that this form CANNOT be submitted in place of your Annual Report.

Name	Everest Momo Shack LLC
Filing ID	2012-000624286
Type	Limited Liability Company
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Wyoming	Filing Date	06/19/2012 9:34 AM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Principal Address

245 W Pearl
Jackson, WY 83001

Mailing Address

PO Box 4364
Jackson, WY 83001

Registered Agent Address

Sange Sherpa
25 North Glenwood
Jackson, WY 83001

Parties

Type	Name / Organization / Address
Organizer	Sange Sherpa

Notes

Date	Recorded By	Note

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: _____

License Fees

Annual Fee: $ 1514.00

Prorated Fee: $ _____

Transfer Fee: $ _____

Publishing Fee: $ 100.00

Date filed with clerk: 1 / 10 / 2022

Advertising Dates: (2 Weeks) 2/2/22 & 2/9/22

Hearing Date: 2 / 22 / 2022

Publishing Fee Direct Billed to Applicant: ☐

License Term: 4 / 1 / 2022 (Month / Day / Year) Through 3 / 31 / 2023 (Month / Day / Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: Jose Perez Garcia

Trade/Business Name (dba): Fiesta Mexican Restaurant

Building to be licensed/Building Address: 975 Alpine Ln Ste #3 (Number & Street)

Jackson (City) Wy (State) 83001 (Zip) Teton (County)

Local Mailing Address: P.O. Box 1936 (Number & Street or P.O. Box)

Jackson (City) Wy (State) 83001 (Zip)

Local Business Telephone Number: (307) 264-1750 Fax Number: (_____) _____

Business E-Mail Address: fiestarestaurantjh@gmail.com

FILING IN (CHOOSE ONLY ONE)

☐ CITY OF: _____

☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☒ LLC
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY (BAR)
☐ OFF-PREMISE ONLY (PACKAGE STORE)
☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☒ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY

☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☒ FULL TIME (e.g. Jan through Dec)	(specify months of operation)	from Jan. to Dec
☐ SEASONAL/PART-TIME	DAYS OF WEEK (e.g. Mon through Sat)	from Thurs. to Tues
☐ NON-OPERATIONAL/PARKED	HOURS OF OPERATION (e.g. 10a - 2a)	from 11:30am to 9:00pm

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)

(a) **OWN** the licensed building? ☐ YES (own)

(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☒ YES (lease)

(c) **LEASE** is current and on file with the licensing authority & Liquor Division.

If the lease is not current, please submit a copy pf the lease and indicate:

(i) When the lease expires, located on page _____ paragraph _____ of lease.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page _____ paragraph _____ of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)
(Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $ 88,585 (17.67 %)
(Line 2) Food Sales: $ 412,663.52 (82.33 %)
(Line 3) Gross Sales: $ 501,248.52 (100 %)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☐ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesale malt beverage license with the Liquor Division)

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer, and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Jose Lucio Perez Garcia	[redacted]			5yrs	50%	YES ☐ NO ☒	YES ☐ NO ☒
Luis Armando Escobar garcia				5yrs	50%	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

ELVIS HURTADO
State of Wyoming-Notary Public
County of Teton
My Commission Expires
January 12, 2022

STATE OF WYOMING)
) SS.
COUNTY OF Teton)

Signed and sworn to before me on this 7 day of January, 20 22 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)		Luis A. Escobar Garcia	Owner
2)	JOSÉ GARCIA	Jose Garcia	Owner
3)			
4)			

Witness my hand and official seal: Elvis Hurtado
Signature of Notary Public

(SEAL)

My commission expires: 1/12/2022

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: Jose (First Name) Lucio (Full Middle Name) Perez Garcia (Last Name)

Date of Birth: [redacted] Driver License: [redacted] (State / Number)

José GARCIA
Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 7 day of January, 2022.

(SEAL)

ELVIS HURTADO
State of Wyoming-Notary Public
County of Teton
My Commission Expires
January 12, 2022

Elvis Hurtado
Notary Public or officer authorized to administer oaths

Rev 10/2020

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: Luis Armando _____ Escobar Garcia
First Name Full Middle Name Last Name

Date of Birth: [redacted] Driver License: [redacted]
State / Number

Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 7 day of January, 2022.

(SEAL)

ELVIS HURTADO
State of Wyoming-Notary Public
County of Teton
My Commission Expires
January 12, 2022

Elvis Hurtado
Notary Public or officer authorized to administer oaths

Rev 10/2020

Issued by:

WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES
2219 CAREY AVE
CHEYENNE, WY 82002

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 6733

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Issued to:

FIESTA MEXICAN RESTAURANT
975 ALPINE LN UNIT 3
JACKSON, WY 83001

FIESTA JACKSON LLC
FIESTA JACKSON LLC
PO BOX 1936
JACKSON, WY 83001

EXPIRATION DATE: 8/3/2022

Director of Dept. of Ag

THIS LICENSE MUST BE CURRENT AND POSTED CONSPICUOUSLY AT THE PHYSICAL LOCATION

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION
Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information


Please note that this form CANNOT be submitted in place of your Annual Report.

Name	Fiesta Jackson LLC
Filing ID	2016-000712673
Type	Limited Liability Company
Status	Inactive - Administratively Dissolved (Tax)

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Delinquent
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Wyoming	Filing Date	04/23/2016 7:15 AM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	06/09/2021

Principal Address

975 Alpine Ln 3
Jackson, WY 83001

Mailing Address

PO Box 1936
Jackson, WY 83001

Registered Agent Address

Jose Garcia
975 Alpine Ln 3
Jackson, WY 83001

Parties

Type	Name / Organization / Address
Organizer	Kenneth Richard Phillips 170 W Kelly Ave, PO Box 13092, Jackson, WY 83002

Notes

Date	Recorded By	Note

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: 252

License Fees

Annual Fee: $ 15 14 00

Prorated Fee: $.

Transfer Fee: $.

Publishing Fee: $ 100.00

Date filed with clerk: 1 / 3 / 2022

Advertising Dates: (2 Weeks)
2/2/22 & 2/9/22

Hearing Date: 2/22/22

Publishing Fee Direct Billed to Applicant: ☐

License Term: 4 / 1 / 22 (Month / Day / Year) Through 3 / 31 / 23 (Month / Day / Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: Flat Creek BBQ LLC

Trade/Business Name (dba): Bubbas

Building to be licensed/Building Address: 100 Flat Creek (Number & Street)

Jackson (City) WY (State) 83001 (Zip) Teton (County)

Local Mailing Address: PO Box 1168 (Number & Street or P.O. Box)

Jackson (City) WY (State) 83001 (Zip)

Local Business Telephone Number: (307) 733-2288 Fax Number: ( )

Business E-Mail Address: jdrice@bresnan.net nicole@bcrg.com

FILING IN (CHOOSE ONLY ONE)

☒ CITY OF: Jackson

☐ COUNTY OF:

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☒ LLC
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY (BAR)
☐ OFF-PREMISE ONLY (PACKAGE STORE)
☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☒ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY

☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☒ FULL TIME (e.g. Jan through Dec) (specify months of operation) from ____ to ____

☐ SEASONAL/PART-TIME DAYS OF WEEK (e.g. Mon through Sat) from MON to SUN

☐ NON-OPERATIONAL/PARKED HOURS OF OPERATION (e.g. 10a - 2a) from 6:30 am to 10 pm

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)

(a) **OWN** the licensed building? ☐ YES (own)

(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☒ YES (lease)

(c) **LEASE** is current and on file with the licensing authority & Liquor Division. Lease is current

If the lease is not current, please submit a copy of the lease and indicate:

(i) When the lease expires, located on page 1 paragraph 7 of lease.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page ____ paragraph ____ of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)
(Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $181,137.94 (4.65 %)
(Line 2) Food Sales: $3716411.51 (95.35 %)
(Line 3) Gross Sales: $3897549.45 (100 %)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☑ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesale malt beverage license with the Liquor Division)

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer**, **and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Joseph M. Rice	[redacted]			5.5	40%	YES ☐ NO ☒	YES ☐ NO ☒
Bob + Madeline Emmerick				5.5	50%	YES ☐ NO ☒	YES ☐ NO ☒
Allan Tessler				5.5	10%	YES ☐ NO ☒	YES ☐ NO ☒

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) SS.
COUNTY OF Teton *)*

Signed and sworn to before me on this 14th day of December, 2021 that the facts alleged in the foregoing instrument are true by the following:

1) JMR (Signature) — Joseph M Rice (Printed Name) — _____ Title
2) _____ (Signature) — _____ (Printed Name) — _____ Title
3) _____ (Signature) — _____ (Printed Name) — _____ Title
4) _____ (Signature) — _____ (Printed Name) — _____ Title

Witness my hand and official seal: _____ Signature of Notary Public

(SEAL) David J. Peters - Notary Public, COUNTY OF TETON, STATE OF WYOMING, MY COMMISSION EXPIRES JUNE 6, 2024

My commission expires: 6-06-24

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: Joseph (First Name) Matthew (Full Middle Name) Rice (Last Name)

Date of Birth: [redacted] Driver License: [redacted] State / Number

Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 14th day of December, 2021.

(SEAL)

David J. Peters - Notary Public
COUNTY OF TETON — STATE OF WYOMING
MY COMMISSION EXPIRES JUNE 6, 2024

Notary Public or officer authorized to administer oaths

Rev 10/2020

Issued by:

WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES
2219 CAREY AVE
CHEYENNE, WY 82002

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 2073

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Issued to:

EXPIRATION DATE: 1/28/2023

BUBBA'S BAR-B-QUE RESTAURANT
100 FLAT CREEK DR
JACKSON, WY 83001

FLAT CREEK BBQ LLC
FLAT CREEK BBQ LLC
PO BOX 1168
JACKSON, WY 83001

Director of Dept. of Ag

THIS LICENSE MUST BE CURRENT AND POSTED CONSPICUOUSLY AT THE PHYSICAL LOCATION

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION
Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information


Please note that this form CANNOT be submitted in place of your Annual Report.

Name	Flat Creek BBQ, LLC
Filing ID	2013-000649612
Type	Limited Liability Company
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Wyoming	Filing Date	08/28/2013 2:47 PM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Principal Address

100 Flat Creek Dr
Jackson, WY 83001

Mailing Address

6545 N Vista Lane
Jackson, WY 83001

Registered Agent Address

Teton Corporate Services, Inc.
155 E Pearl St Ste 200
PO Box 3345
Jackson, WY 83001

Parties

Type	Name / Organization / Address
Organizer	Amy Potter

Notes

Date	Recorded By	Note

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: 286

License Fees

Annual Fee: $ 1514.00

Prorated Fee: $ _____

Transfer Fee: $ _____

Publishing Fee: $ 100.00

Date filed with clerk: 1 / 3 / 2022

Advertising Dates: (2 Weeks) 2/2/22 & 2/9/22

Hearing Date: 2 / 22 / 21

Publishing Fee Direct Billed to Applicant: ☐

License Term: 4 / 1 / 22 (Month / Day / Year) Through 3 / 31 / 23 (Month / Day / Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: Get Loose LLC

Trade/Business Name (dba): Roadhouse Brewing Co Pub + Eatery

Building to be licensed/Building Address: 20 East Broadway (Number & Street)

Jackson (City) WY (State) 83001 (Zip) Teton (County)

Local Mailing Address: 1225 Gregory Lane (Number & Street or P.O. Box)

Jackson (City) WY (State) 83001 (Zip)

Local Business Telephone Number: (307) 739-0700 Fax Number: ( )

Business E-Mail Address: jody@roadhousebrewery.com

FILING IN (CHOOSE ONLY ONE)

☒ CITY OF: JACKSON

☒ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☒ LLC
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY (BAR)
☐ OFF-PREMISE ONLY (PACKAGE STORE)
☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☒ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY

☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☒ FULL TIME (e.g. Jan through Dec) — (specify months of operation) from JAN to DEC

☐ SEASONAL/PART-TIME — DAYS OF WEEK (e.g. Mon through Sat) from 11A to 12A

☐ NON-OPERATIONAL/PARKED — HOURS OF OPERATION (e.g. 10a - 2a) from _____ to _____

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)

(a) **OWN** the licensed building? ☐ YES (own)

(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☒ YES (lease)

(c) **LEASE** is current and on file with the licensing authority & Liquor Division.

If the lease is not current, please submit a copy pf the lease and indicate:

(i) When the lease expires, located on page 1 paragraph 5 of lease.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page 1 paragraph 4 of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

(1st Amendment)

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)

(Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $1,842,306 (38.5 %)
(Line 2) Food Sales: $2,940,166 (61.5 %)
(Line 3) Gross Sales: $4,782,472 (%)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☑ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesale malt beverage license with the Liquor Division)

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer**, **and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Roadhouse Brewery Group	[redacted]			2	100%	YES ☐ NO ☒	YES ☐ NO ☒
Gavin Fine				2		YES ☐ NO ☒	YES ☐ NO ☒
Colby Cox				2		YES ☐ NO ☒	YES ☐ NO ☒

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) ***SS.***
COUNTY OF Teton)

Signed and sworn to before me on this 15 day of November, 2021 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	[signature]	Gavin Fine	owner
2)			
3)			
4)			

NATALIE B HAYES - NOTARY PUBLIC
COUNTY OF TETON STATE OF WYOMING
(SEAL) MY COMMISSION EXPIRES 3/23/25

Witness my hand and official seal: Natalie B. Hayes
Signature of Notary Public

My commission expires: 3/23/2025

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: GAVIN (First Name) DAVID (Full Middle Name) FINE (Last Name)

Date of Birth: [redacted] Driver License: [redacted] (State / Number)

Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 15 day of November, 2021.

(SEAL)

NATALIE B HAYES - NOTARY PUBLIC
COUNTY OF TETON
STATE OF WYOMING
MY COMMISSION EXPIRES 3/23/25

Natalie B. Hayes
Notary Public or officer authorized to administer oaths

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION
Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information


Please note that this form CANNOT be submitted in place of your Annual Report.

Name	Get Loose, LLC
Filing ID	2017-000755919
Type	Limited Liability Company
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Wyoming	Filing Date	05/31/2017 2:57 PM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Principal Address

1225 Gregory Lane
Jackson, WY 83001

Mailing Address

1225 Gregory Lane
Jackson, WY 83001

Registered Agent Address

JH Corporate Services, Inc.
60 E Simpson Ave
PO Box 2095
Jackson, WY 83001

Parties

Type	Name / Organization / Address
Organizer	Amberley Baker PO Box 4211, Jackson WY 83001

Notes

Date	Recorded By	Note

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: 214

License Fees

Annual Fee: $ 1914.00

Prorated Fee: $ _____

Transfer Fee: $ _____

Publishing Fee: $ 100.00

Publishing Fee Direct Billed to Applicant: ☐

Date filed with clerk: 1 / 3 / 2022

Advertising Dates: (2 Weeks)
2/2/22 & 2/9/22

Hearing Date: 2 / 22 / 22

License Term: 4 / 1 / 22 (Month / Day / Year) Through 3 / 31 / 23 (Month / Day / Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: The Gun Barrel Steakhouse LLC

Trade/Business Name (dba): The Gun Barrel

Building to be licensed/Building Address: 862 W Broadway (Number & Street)

Jackson (City) WY (State) 83001 (Zip) Teton (County)

Local Mailing Address: PO Box 8102 (Number & Street or P.O. Box)

Jackson (City) WY (State) 83002 (Zip)

Local Business Telephone Number: (307) 733-3287 Fax Number: (307) 733-6090

Business E-Mail Address: gunbarreljh@gmail.com

FILING IN (CHOOSE ONLY ONE)

☒ CITY OF: Jackson

☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☒ LLC
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY (BAR)
☐ OFF-PREMISE ONLY (PACKAGE STORE)
☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☒ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY

☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☐ FULL TIME (e.g. Jan through Dec)
☒ SEASONAL/PART-TIME
☐ NON-OPERATIONAL/PARKED

(specify months of operation) from closed Nov. and April to _____

DAYS OF WEEK (e.g. Mon through Sat) from Sunday to Saturday

HOURS OF OPERATION (e.g. 10a - 2a) from 5:00 Pm to 10:30 Pm

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)

(a) **OWN** the licensed building? ☒ YES (own)

(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☐ YES (lease)

(c) **LEASE** is current and on file with the licensing authority & Liquor Division.

If the lease is not current, please submit a copy pf the lease and indicate:

(i) When the lease expires, located on page_____paragraph_____of lease.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page_____ paragraph_____of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)
(Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $908,587 (17.7 %)
(Line 2) Food Sales: $4,232,834 (82.3 %)
(Line 3) Gross Sales: $5,141,421 (100 %)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☒ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesale malt beverage license with the Liquor Division)

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
[redacted]				YES ☒ NO ☐	YES ☐ NO ☒	YES ☐ NO ☒
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer**, **and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
[redacted]				21	25.25	YES ☐ NO ☒	YES ☐ NO ☒
				21	25.25	YES ☐ NO ☒	YES ☐ NO ☒
				1	23.17	YES ☐ NO ☒	YES ☐ NO ☒

(If more information is required, list on a separate piece of paper and attach to this application) See attached

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) ***SS.***
COUNTY OF Teton)

Signed and sworn to before me on this 28 day of October, 2021 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	Mark H. Walker	Mark H. Walker	owner
2)			
3)			
4)			

ANDREA SPENCE – NOTARY PUBLIC
COUNTY OF TETON STATE OF WYOMING
MY COMMISSION EXPIRES APRIL 27, 2025

Witness my hand and official seal: Andrea Spence
Signature of Notary Public

(SEAL) My commission expires: April 27, 2025

Continuation of ownership percentages

Kristin Patrice Walker [redacted]
1 year in LLC ownership is 13.17%. Not a convicted felon. Not convicted of a violation relating to alcoholic liquor or malt beverages. [redacted]

Timothy Charles Walker [redacted]
1 year in LLC ownership is @13.7%. Not a convicted felon. Not convicted of a violation relating to alcoholic liquor or malt beverages. [redacted]

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: Mark (First Name) Howard (Full Middle Name) Walker (Last Name)

Date of Birth: [redacted] Driver License: [redacted] (State / Number)

Mark H. Walker
Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 28th day of October, 2021.

(SEAL)

ANDREA SPENCE – NOTARY PUBLIC
COUNTY OF TETON
STATE OF WYOMING
MY COMMISSION EXPIRES APRIL 27, 2025

Andrea Spence
Notary Public or officer authorized to administer oaths

Issued by:

WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES
2219 CAREY AVE
CHEYENNE, WY 82002

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 5509

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Issued to:
THE GUN BARREL STEAKHOUSE
862 W BROADWAY
JACKSON, WY 83001

MARK WALKER
MARK WALKER
PO BOX 8102
JACKSON, WY 83001

EXPIRATION DATE:
6/30/2022

Director of Dept. of Ag

THIS LICENSE MUST BE CURRENT AND POSTED CONSPICUOUSLY AT THE PHYSICAL LOCATION

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION
Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information

Please note that this form CANNOT be submitted in place of your Annual Report.

Name	GUN Barrel Steakhouse Limited Liability Company
Filing ID	1992-000277020
Type	Limited Liability Company
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Wyoming	Filing Date	10/15/1992 12:00 AM
Term of Duration	Expires	Delayed Effective Date	
		Inactive Date	

Principal Address

862 West Broadway
Jackson, WY 83002

Mailing Address

PO Box 8102
Jackson, WY 83002

Registered Agent Address

Mark H Walker
862 W Broadway
P O Box 8102
Jackson, WY 83001

Parties

Type	Name / Organization / Address

Notes

Date	Recorded By	Note

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: 604

License Fees

Annual Fee: $ 1514.00

Prorated Fee: $.

Transfer Fee: $.

Publishing Fee: $ 100.00

Date filed with clerk: 1 / 3 / 2022

Advertising Dates: (2 Weeks)
2/2/22 & 2/9/22

Hearing Date: 2 / 22 / 2022

Publishing Fee Direct Billed to Applicant: ☐

License Term: 4 (Month) / 1 (Day) / 2022 (Year) Through 3 (Month) / 31 (Day) / 2023 (Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: HAND FIRE PIZZA JH LLC

Trade/Business Name (dba): HAND FIRE PIZZA

Building to be licensed/Building Address: 120 N CACHE ST (Number & Street)

JACKSON (City) WY (State) 83001 (Zip) TETON (County)

Local Mailing Address: POB 1137 (Number & Street or P.O. Box)

JACKSON (City) WY (State) 83001 (Zip)

Local Business Telephone Number: (307) 733-7199 Fax Number: ( )

Business E-Mail Address: martin@handfirepizza.com

FILING IN (CHOOSE ONLY ONE)

☒ CITY OF: JACKSON

☐ COUNTY OF:

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☒ LLC
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY (BAR)
☐ OFF-PREMISE ONLY (PACKAGE STORE)
☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☒ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☒ FULL TIME (e.g. Jan through Dec)
☐ SEASONAL/PART-TIME
☐ NON-OPERATIONAL/PARKED

(specify months of operation) fr JAN to DEC

DAYS OF WEEK (e.g. Mon through Sat) from Mo to Su

HOURS OF OPERATION (e.g. 10a - 2a) from 11:30 A to 9:30P

Winter: M-Th Dinner only 5-9:30?

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)

(a) **OWN** the licensed building? ☐ YES (own)

(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☒ YES (lease)

(c) **LEASE** is current and on file with the licensing authority & Liquor Division.

If the lease is not current, please submit a copy pf the lease and indicate:

(i) When the lease expires, located on page 3 paragraph 2 of lease.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page 7 paragraph 5 of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)

(Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $2,276,293 (82 %)
(Line 2) Food Sales: $485,614 (18 %)
(Line 3) Gross Sales: $2,761,907 (100 %)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☒ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesale malt beverage license with the Liquor Division)

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer**, **and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
[redacted]				5	60	YES ☐ NO ☒	YES ☐ NO ☒
				5	40	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)

) SS.

COUNTY OF TETON *)*

Signed and sworn to before me on this 17th day of December, 2021 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	[signature]	MARTIN BRASS	MANAGER-MEMBER
2)			
3)			
4)			

AUSTIN DEJARNETTE
NOTARY PUBLIC
STATE OF WY COUNTY OF TETON
COMMISSION EXP 3/31/2025

(SEAL)

Witness my hand and official seal: [signature]

Signature of Notary Public

My commission expires: 3/31/25

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: MARTIN (First Name) _____ (Full Middle Name) BRABS (Last Name)

Date of Birth: [redacted] Driver License: [redacted] (State / Number)

Applicant Signature

State of Wyoming)
)ss
County of TETON)

Subscribed and sworn to before me this 17th day of December, 2021.

AUSTIN DEJARNETTE
NOTARY PUBLIC
STATE OF WY COUNTY OF TETON
COMMISSION EXP 3/31/2025

Notary Public or officer authorized to administer oaths

Issued by:

WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES
2219 CAREY AVE
CHEYENNE, WY 82002

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 8052

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Issued to:

HAND FIRE PIZZA
120 N CACHE ST
JACKSON, WY 83001

HANDFIRE PIZZA JH, LLC
PAUL CUCCHIARELLI
PO BOX 1137
JACKSON, WY 83001

EXPIRATION DATE: 9/5/2022

Director of Dept. of Ag

THIS LICENSE MUST BE CURRENT AND POSTED CONSPICUOUSLY AT THE PHYSICAL LOCATION

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION
Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information


Please note that this form CANNOT be submitted in place of your Annual Report.

Name	Hand Fire Pizza JH, LLC
Filing ID	2016-000716186
Type	Limited Liability Company
Status	Active

General Information

Old Name	120 North Cache, LLC	Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type	Close	Standing - Other	Good
Formed in	Wyoming	Filing Date	05/31/2016 10:18 AM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Principal Address

PO Box 1137
Jackson, WY 83001

Mailing Address

PO Box 1137
Jackson, WY 83001

Registered Agent Address

Paul Cucchiarelli
120 N Cache St
PO Box 1137
Jackson, WY 83001

Parties

Type	Name / Organization / Address
Organizer	Martin Brass

Notes

Date	Recorded By	Note

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: 606

License Fees

Annual Fee: $ 1514.00

Prorated Fee: $ _____

Transfer Fee: $ _____

Publishing Fee: $ 100.00

Publishing Fee Direct Billed to Applicant: ☐

Date filed with clerk: 1 / 3 / 2022

Advertising Dates: (2 Weeks) 2/2/22 & 2/9/22

Hearing Date: 2/22/22

License Term: 4 / 1 / 22 (Month / Day / Year) Through 3 / 31 / 23 (Month / Day / Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: Hole Bowl LLC

Trade/Business Name (dba): Hole Bowl

Building to be licensed/Building Address: 980 W Broadway (Number & Street)

Jackson (City) WY (State) 83001 (Zip) Teton (County)

Local Mailing Address: Po Box 7848 (Number & Street or P.O. Box)

Jackson (City) WY (State) 83002 (Zip)

Local Business Telephone Number: (307) 201-5426 Fax Number: (307) 734-9032

Business E-Mail Address: holebowljh@gmail.com

FILING IN (CHOOSE ONLY ONE)

☒ CITY OF: Jackson

☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☒ LLC
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY (BAR)
☐ OFF-PREMISE ONLY (PACKAGE STORE)
☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☒ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☒ FULL TIME (e.g. Jan through Dec) (specify months of operation) from _____ to _____
☐ SEASONAL/PART-TIME DAYS OF WEEK (e.g. Mon through Sat) from Monday to Sunday
☐ NON-OPERATIONAL/PARKED HOURS OF OPERATION (e.g. 10a - 2a) from 4pm to 11pm

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)
   (a) **OWN** the licensed building? ☐ YES (own)
   (b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☒ YES (lease)
   (c) **LEASE** is current and on file with the licensing authority & Liquor Division.
   If the lease is not current, please submit a copy pf the lease and indicate:
   (i) When the lease expires, located on page_____paragraph_____of lease.
   (ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page_____ paragraph_____of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

(a) Gross sales figures and percentages of income derived from: (Line 1) Liquor Sales: $346,148.56 (38.49 %)
W.S.12-4-408(b) (Line 2) Food Sales: $553,005.73 (61.5 %)
(Line 1 + Line 2 must = Line 3) (Line 3) Gross Sales: $899,154.29 (100 %)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☒ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesale malt beverage license with the Liquor Division)

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Jessica MacGregor	[redacted]			YES ☐ NO ☒	YES ☐ NO ☒	YES ☐ NO ☒
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer**, **and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Jessica MacGregor	[redacted]			6	60 47	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) ***SS.***
COUNTY OF Teton)

Signed and sworn to before me on this 15 day of December, 20 21 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)		Jessica MacGregor	Owner
2)			
3)			
4)			

LORENE CARTER
Notary Public
State of Wyoming
County of Lincoln
My Commission Expires
September 30, 2022

Witness my hand and official seal: Lorene Carter
Signature of Notary Public

(SEAL) My commission expires: 09/30/2022

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: Jessica (First Name) Graham (Full Middle Name) MacGregor (Last Name)

Date of Birth [redacted] Driver License: [redacted]

Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 15th day of December, 2021.

(SEAL)

LORENE CARTER
Notary Public
State of Wyoming
County of Lincoln
My Commission Expires
September 30, 2022

Lorene Carter
Notary Public or officer authorized to administer oaths

Rev 10/2020

Issued by:

WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES
2219 CAREY AVE
CHEYENNE, WY 82002

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 6808

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Issued to:

HOLE BOWL
980 W BROADWAY
JACKSON, WY 83001

HOLE BOWL LLC
HOLE BOWL LLC
PO BOX 7848
JACKSON, WY 83002

EXPIRATION DATE: 8/18/2022

Director of Dept. of Ag

THIS LICENSE MUST BE CURRENT AND POSTED CONSPICUOUSLY AT THE PHYSICAL LOCATION

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION
Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information


Please note that this form CANNOT be submitted in place of your Annual Report.

Name	Hole Bowl, LLC.
Filing ID	2014-000665884
Type	Limited Liability Company
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Wyoming	Filing Date	05/30/2014 9:51 AM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Principal Address

980 W. Broadway
PO Box 7858
Jackson, WY 83002

Mailing Address

PO Box 7848
980 W. Broadway
Jackson, WY 83002

Registered Agent Address

Jessica MacGregor
585 Pine Dr
PO Box 7858
Jackson, WY 83002

Parties

Type	Name / Organization / Address
Organizer	Jessica MacGregor

Notes

Date	Recorded By	Note

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: 111

License Fees

Annual Fee: $ 1500.00

Prorated Fee: $ _____

Transfer Fee: $ _____

Publishing Fee: $ 100.00

Date filed with clerk: 1 / 3 / 2022

Advertising Dates: (2 Weeks) 2/2/22 & 2/9/22

Hearing Date: 2 / 22 / 22

Publishing Fee Direct Billed to Applicant: ☐

License Term: 4 (Month) / 1 (Day) / 22 (Year) Through 3 (Month) / 31 (Day) / 23 (Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: Hotel JH LLC

Trade/Business Name (dba): Hotel Jackson

Building to be licensed/Building Address: 120 N Glenwood (Number & Street)

Jackson (City) WY (State) 83001 (Zip) Teton (County)

Local Mailing Address: PO Box 11660 (Number & Street or P.O. Box)

Jackson (City) WY (State) 83001 (Zip)

Local Business Telephone Number: (307) 733-2200 Fax Number: (_____)

Business E-Mail Address: Sdarwiche@hoteljackson.com ZScholz@hoteljackson.com

FILING IN (CHOOSE ONLY ONE)

☒ CITY OF: Jackson

☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☒ LLC
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☒ ON-PREMISE ONLY (BAR)
☐ OFF-PREMISE ONLY (PACKAGE STORE)
☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☒ FULL TIME (e.g. Jan through Dec)	(specify months of operation)	from _____ to _____
☐ SEASONAL/PART-TIME	DAYS OF WEEK (e.g. Mon through Sat)	from _____ to _____
☐ NON-OPERATIONAL/PARKED	HOURS OF OPERATION (e.g. 10a - 2a)	from 6am to 9pm

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)

(a) **OWN** the licensed building? ☐ YES (own)

(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☒ YES (lease)

(c) **LEASE** is current and on file with the licensing authority & Liquor Division.

If the lease is not current, please submit a copy pf the lease and indicate:

(i) When the lease expires, located on page 1 paragraph 8 of lease.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page 1 paragraph 9 of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

(a) Gross sales figures and percentages of income derived from: (Line 1) Liquor Sales: $_____(_____%)
W.S.12-4-408(b) (Line 2) Food Sales: $_____(_____%)
(Line 1 + Line 2 must = Line 3) (Line 3) Gross Sales: $_____(_____%)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☐ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesale malt beverage license with the Liquor Division)

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer**, **and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Jaafar H. DARWICHE	[redacted]	[redacted]	[redacted]	8	50	YES ☐ NO ☒	YES ☐ NO ☒
Safaa M Darwiche				8	50	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) ***SS.***
COUNTY OF Teton)

Signed and sworn to before me on this 8th day of December, 2021 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	J. Ahd	JAAFAR H. DARWICHE	owner
2)		SAFAA M. DARWICHE	owner
3)			
4)			

Witness my hand and official seal: Cinthia Hernandez
Signature of Notary Public

CINTHIA H HERNANDEZ – NOTARY PUBLIC
COUNTY OF TETON STATE OF WYOMING
MY COMMISSION EXPIRES AUGUST 23, 2024

(SEAL) My commission expires: August 23rd 2024

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

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Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

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AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: JAAFAR (First Name) H. (Full Middle Name) DARWICHE (Last Name)

Date of Birth: [redacted] Driver License: [redacted]

Applicant Signature

State of WY)
)ss
County of Teton)

Subscribed and sworn to before me this 8th day of December, 2021.

(SEAL)

CINTHIA H HERNANDEZ – NOTARY PUBLIC
COUNTY OF TETON STATE OF WYOMING
MY COMMISSION EXPIRES AUGUST 23, 2024

Notary Public or officer authorized to administer oaths

Rev 10/2020

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

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PLEASE PRINT:

Legal Name: SAFAA (First Name) M (Full Middle Name) DARWICHE (Last Name)

Date of Birth: [redacted] Driver License: [redacted] (State / Number)

Applicant Signature

State of WY)
)ss
County of Teton)

Subscribed and sworn to before me this 8th day of December, 2021.

(SEAL)

CINTHIA H HERNANDEZ – NOTARY PUBLIC
COUNTY OF TETON STATE OF WYOMING
MY COMMISSION EXPIRES AUGUST 23, 2024

Notary Public or officer authorized to administer oaths

COMMERCIAL LEASE AGREEMENT --
Stage Stop and Hotel JH LLC
120 North Glenwood, Jackson Hole, Wyoming

COMMERCIAL LEASE AGREEMENT

(Stage Stop and Hotel HJ LLC, 120 North Glenwood, Jackson Hole, Wyoming)

This AGREEMENT is duly entered into between the undersigned Lessor and the undersigned Lessee effective as of April 1, 2022.

WITNESSETH:

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I. THE LEASE

BASIC TERMS:	These are the basic terms for this Lease:
Premises:	The following space called the "Hotel" located at the New Stage Stop building on 120 North Glenwood Cache, Jackson, Wyoming.
Base Rent:	$[redacted] per month during the lease term, payable on the first day of each month in advance beginning April 1st, 2021, adjusted by Lessor thereafter annually in advance to reflect National CPI changes, all indices. The first month rent installment is due at this time.
Additional Rent:	Leasee agrees to pay 2% of total gross sales, in addition to the base rent, payable quarterly.
Deposit Amount:	[redacted] payable on January 1st, 2021. This security deposit may not be applied by Lessee to rent.
Basic Lease Term:	Commencing April 1st, 2022 through March 31, 2023
Renewal Term:	Lease will be renewed automatically for the term of one year unless a termination notice was sent 30 days prior to the end of the lease by either lessee or lessor.
Costs:	This is a "net net net" lease -- the Lessee pays for interior maintenance, telephone, utilities, fire, casualty and building insurance and for its share of exterior maintenance, real estate taxes, and other costs noted herein
Permitted Uses:	Hotel, Lodging, Restaurant/Bar. Upon obtaining a restaurant liquor license, Lessee is hereby authorized to buy, sell and serve alcoholic beverages on all portions of the Premises, but only to the extent such service is allowed under Title 12 of the Wyoming Statutes (Alcoholic Beverage Code).

1.1 **LEASE OF PREMISES**. Lessor hereby agrees to lease the Premises to Lessee for the Term referred to below, on the terms set forth in this Agreement, and Lessee agrees to said Lease. The Lessee accepts the Premises in "as is" condition, and understands that construction will occur on adjacent property.

1.2 **DEPOSIT.** Lessee is depositing the Deposit Amount with Lessor.

1.3 **LEASE TERM**. The Lease Term (the "Term") shall be the Basic Lease Term noted above and any Renewal Term. The Lessee may renew this Lease for one year Renewal Term at the end of the initial lease term, provided that (i) the base rent for the Renewal Term must be a market rental rate agreed upon in writing by Lessor and Lessee prior to the renewal notice. Any applicable renewal period shall be treated as part of the Term.

1.4 **RENT**. Lessee shall pay to Lessor the Base Rent plus additional rent noted herein, payable monthly in advance on the applicable date noted above and on the same day of each month thereafter in advance during the Term, with such base rent increased prospectively by Lessor at the end of each twelve month period for National CPI changes from the lease commencement date. If Lessee holds over after this lease expires or is terminated by Lessor, then rent will be paid at double the base rent per diem rate during the holding over period (this sentence does not create any right to hold over).

1.5. **USE OF PREMISES**. The Premises may be used only for the Permitted Uses noted above. The Premises shall not be used in any matter which would cause any public or private nuisance or violate any legal requirements applicable to the Premises. Access to the Premises will be subject to reasonable restrictions imposed by Lessor from time to time. The Lessee must obtain its own Town of Jackson and other permits for its operations and any improvements (including signage), at Lessee's expense, and Lessee will be responsible for all Town requirements for its operations, including employee housing and parking requirements.

No alteration or improvement to the Premises or signage shall be made by Lessee without the express written consent of Lessor. All exterior signage will be designed and installed by Lessee at its expense. Any alteration or improvement made by Lessee and any fixtures installed as a part thereof, shall become the property of Lessor upon the expiration or sooner termination of this lease; provided, however, that (i) Lessor shall have the right to require Lessee to remove such fixtures upon the termination of this lease and restore the Premises at the expense of Lessee and (ii) Lessee shall have the right to remove only those movable trade fixtures outlined by the attached schedule if Lessor does not purchase such movable fixtures for the predetermined depreciated price, and if Lessee is not in default, and the Premises are not damaged by such removal. Lessee would have to restore the Premises with regard to the removal of the trade fixtures set forth in the schedule, upon termination of this lease, so long as Lessee is not in default with respect to such removal.

1.6. **ASSIGNMENT.** Lessee may not sell, assign, mortgage, sublease, pledge or otherwise transfer or encumber all or any part of Lessee's interest in the Premises and this Agreement at any time without the express written consent of Lessor. If Lessee is a business entity,

then a transfer of a controlling interest in Lessee will be treated as an assignment of the Agreement which requires Lessor's consent.

1.7. **TAXES AND ASSESSMENTS**. Lessee shall be responsible for all personal property taxes relating to property in the Premises. Lessee will also pay its share of the real estate taxes on the Premises as noted below.

1.8. **LIENS.** Lessee shall not suffer or permit to be enforced against the Premises any materialmen's, contractor's or sub-contractor's lien arising from any work done by or on behalf of Lessee. Notwithstanding the foregoing, Lessee may in good faith and at Lessee's own expense contest the validity of any such asserted lien, claim or demand in a prompt and reasonable manner. Lessee shall defend and indemnify Lessor against all liability and loss of any type arising out of work performed on the Premises, together with reasonable attorney's fees and all costs and expenses incurred by Lessor in defending against any such liens. If foreclosure is commenced, Lessor may pay the indebtedness secured by any such liens and be entitled to reimbursement.

1.9. **UTILITIES, COMMON EXPENSES, ETC**. Lessee shall pay for all utilities, telephone costs, cleaning and maintenance costs for the Premises. This is a "net net net" lease. Lessee shall be responsible to pay Lessor periodically, within 10 days of request (based upon allocations and prorations determined by Lessor in good faith), its percentage share (as noted above) of all real estate taxes on the land and building, sewer and water, heat, light, power, security, exterior building maintenance, casualty and liability insurance, trash collection and snow removal services for the land and building of which the Premises are a part, throughout the Term. Interior utilities may be done by separate metering. Lessee will be responsible for shoveling Lessee's own walkways. (Lessee will also pay for any increased charges arising because the restaurant uses most of the water and sewer and can result in higher fire insurance costs).

1.10. **INSURANCE.** Lessee will reimburse Lessor for its share of casualty and liability insurance costs for the Premises (which may include loss of rent coverage), as noted above. Lessee shall maintain in effect and pay the premiums for (a) insurance covering the Lessee's contents within the Premises and (b) insurance against liability for injury or damage to persons or property or the loss of life or property occurring in the Premises in an amount not less than $2 million in respect to bodily injury or death to any one person, and not less than $500,000 in respect to any one occurrence, and not less than $500,000 for property damage. Lessor shall be named as a co-insured under said liability insurance policy of Lessee. Lessee will provide Lessor with a certificate of insurance within 10 days after a request by Lessor.

1.11 **REPAIR AND MAINTENANCE**. Lessee shall, at Lessee's sole expense (a) keep the Premises (including all improvements now or hereafter placed thereon) in as good order and repair as now existing or as subsequently improved, ordinary wear and tear excepted and (b) maintain in good working order and repair all glass, plumbing, electricity, heating equipment and other similar equipment and fixtures in the Premises. Lessor grants Lessee permission to access the roof to repair the hood, clean the hood of grease, etc., and Lessee will responsible for the cost of any roof leaks or repairs. Lessee will not be responsible for casualty losses covered by the insurance noted above, except for relatively minor damage such as broken windows and damage to the Premises themselves covered by Lessee's own insurance. In the case of damage by fire or

other casualty to the Premises, if the damage is so extensive as to amount practically to the total destruction of the Premises, this lease shall cease, and the rent shall be apportioned to the time of the damage. In all other cases where the Premises (not including leasehold improvements and Lessee's property, which will be Lessee's responsibility) are damaged by fire or other casualty, Lessor shall repair the damage with reasonable dispatch, with a fair and reasonable apportionment of rent if appropriate, not to exceed four month's rent during the lease term. In determining what constitutes reasonable dispatch, consideration shall be given to delays caused by strikes, adjustment of insurance and other causes beyond Lessor's control.

Subject to force majeure, Lessor is responsible for the building floors, ceilings, walls and other structural elements of said Premises.

1.12. **LESSOR'S RIGHT OF ACCESS**. Lessor and Lessor's representatives may enter the Premises at any reasonable time for the purpose of inspecting or showing the Premises, or performing work. A key to the Premises must be on deposit with Lessor.

1.13 **INDEMNITY.** Lessee shall indemnify and hold harmless Lessor and all agents, employees and affiliates of Lessor, against any and all uninsured liabilities and expenses (including reasonable legal fees) directly or indirectly arising from any actual or claimed loss, injury, death or damage to persons or property which at any time may be suffered or sustained by Lessee or by any other person or entity at any time using or occupying or visiting the Premises. No termination or expiration of the lease term shall affect any indemnities or other obligations of Lessee hereunder, which are incurred during the Term or after default.

1.14 **DEFAULT.** If Lessee shall default in performing any of its agreements hereunder or under the separate promissory note, and such default shall continue for a period fifteen (15) days after written notice thereof is sent or delivered to Lessee, or if any bankruptcy, insolvency, reorganization or other similar proceedings are initiated by or against Lessee or the property of Lessee, then in any such instance Lessor may terminate this lease. The failure of Lessor to take action relating to any default on the part of Lessee shall not be construed as a waiver of said default or any subsequent default. Lessee shall have no rights of set-off or counterclaim or other similar rights hereunder. All remedies which Lessor may have in the case of default by Lessee shall be cumulative and not in the alternative, and Lessor shall be entitled to all additional rights provided at law or equity without any requirement of election of remedies, including without limitation a landlord's lien on personal property in the Premises, if there is a default. Lessor shall be entitled to reimbursement from Lessee of any and all reasonable attorneys fees and collection costs incurred by Lessor in connection with any default of Lessee hereunder, payable on demand. Lessor shall be entitled to a late charge of ten percent (10%) of any rent or other amount not received by Lessor within 10 days after the applicable due date, together with interest at the rate of twelve percent (12%) per annum on any amount not received within 10 days of the applicable due date (from such tenth day until the date of payment of the overdue amount), all payable to Lessor by Lessee on demand.

1.15 **RIGHT TO PERFORM**. If Lessee shall fail to perform any obligation on Lessee's part to be performed under this Lease, Lessor may do so on behalf of and at the cost and expense

of Lessee. In that case, interest at a rate equal to twelve percent per annum and reasonable attorney's fees may be collected from Lessee by Lessor on demand.

1.16 **DEPOSIT.** Lessee is depositing with Lessor the Deposit Amount as a security and cleaning deposit for the full and faithful performance by Lessee of all of the terms of this Lease required to be performed by Lessee. Said sum (if any) shall be returned to Lessee within 30 days after the expiration of the Term, after inspection and receipt of bills (such as utility and cleaning bills) provided that the Lessee is not in default at such time, all subject to appropriate setoffs by Lessor.

ARTICLE II. MISCELLANEOUS.

2.1 **NOTICES.** All notices hereunder shall be in writing and shall be delivered or mailed (effective when mailed) postage prepaid, to the following address:

if to Lessor:

Stage Stop, Inc.
P.O. Box 1677
Jackson, Wyoming 83001

if to Lessee, at the address specified on the signature page hereof, or at such other place or places as may be designated by a party to the other party in writing from time to time.

2.2 **BINDING EFFECT**. This Agreement shall be binding upon and inure to the benefit of the respective parties hereto, their successors, representatives and assigns.

2.3 **ENTIRE AGREEMENT**. All representations made by the parties in negotiations of this Agreement have been incorporated herein, there are no verbal agreements between the parties or implied duties to modify the terms and conditions hereof, and any further modification of this Agreement must be in writing and signed on behalf of Lessee and Lessor. There are no implied duties of Lessor with respect to the subject matter of this Lease.

2.4 **RELATIONSHIP.** Nothing in this Agreement shall be deemed or construed to constitute or create between the parties hereto a partnership or joint venture, provided that the obligations of each Lessee and guarantor hereunder (if more than one) shall be joint and several, and either Lessee (if more than one) may act as agent of the other Lessee hereunder.

2.5 **VENUE.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wyoming. The sole venue for any action brought hereunder shall be in the District Court of Teton County, Ninth Judicial District, or the Justice Court for Teton County, provided that this paragraph shall not in any way limit any proceedings taken to enforce a judgment.

2.6 **DUE AUTHORIZATION**. Lessee represents and warrants to Lessor that this Agreement is a legal, valid and binding agreement of Lessee enforceable in accordance with its terms, which has been duly authorized, executed and delivered by Lessee in full compliance with all governmental statutes, laws, rules and regulations and all instruments and agreements applicable to Lessee or Lessee's assets, and Lessee has been duly organized and is in good standing with full power and authority to conduct business in the State of Wyoming.

IN WITNESS WHEREOF, this Commercial Lease Agreement has been duly executed and delivered by the parties.

LESSOR:

Stage Stop, Inc.,
A Wyoming corporation

By: _____
Sadek Darwiche, President

Address: P.O. Box 1677
Jackson, Wyoming 83001

LESSEE:

Hotel JH, LLC
P.O. Box 1660
120 North Glenwood Street,
Jackson Wyoming , 83001

By: _____

* * *

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION
Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information

Please note that this form CANNOT be submitted in place of your Annual Report.

Name	Hotel JH, LLC
Filing ID	2014-000662586
Type	Limited Liability Company
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Wyoming	Filing Date	04/09/2014 1:35 PM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Principal Address

P.O. Box 1677
Jackson, WY 83001

Mailing Address

P.O. Box 1660
Jackson, WY 83001

Registered Agent Address

Peter F Moyer
50 King St Ste 203
PO Box 3682
Jackson, WY 83001

Parties

Type	Name / Organization / Address
Organizer	Peter F Moyer

Notes

Date	Recorded By	Note

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk Local License #: 278

License Fees

Annual Fee: $ 1514.00 Date filed with clerk: 1 / 3 / 2022

Prorated Fee: $ _____

Transfer Fee: $ _____

Advertising Dates: (2 Weeks) 2/2/22 & 2/9/22

Publishing Fee: $ 100.00 Hearing Date: 2 / 22 / 22

Publishing Fee Direct Billed to Applicant: ☐

License Term: 4 (Month) / 1 (Day) / 22 (Year) Through 3 (Month) / 31 (Day) / 23 (Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: Il Ferraio LLC

Trade/Business Name (dba): Orsetto

Building to be licensed/Building Address: 1161 Center Street (Number & Street)

Jackson (City) WY (State) 83001 (Zip) Teton (County)

Local Mailing Address: PO Box 3992 (Number & Street or P.O. Box)

Jackson (City) WY (State) 83001 (Zip)

Local Business Telephone Number: (307) 732-1910 Fax Number: ( )

Business E-Mail Address: fred@genevievejh.com

FILING IN (CHOOSE ONLY ONE)

☐ CITY OF: Jackson

☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL ☐ CORPORATION
☐ PARTNERSHIP ☐ LTD PARTNERSHIP
☐ LP/LLP ☐ ORGANIZATION
☒ LLC ☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY (BAR)
☐ OFF-PREMISE ONLY (PACKAGE STORE)
☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☒ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY

☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☒ FULL TIME (e.g. Jan through Dec)	(specify months of operation)	from JAN to DEC
☐ SEASONAL/PART-TIME	DAYS OF WEEK (e.g. Mon through Sat)	from MON to SAT
☐ NON-OPERATIONAL/PARKED	HOURS OF OPERATION (e.g. 10a - 2a)	from 5 pm to 10 pm

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)

(a) **OWN** the licensed building? ☐ YES (own)

(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☒ YES (lease)

(c) **LEASE** is current and on file with the licensing authority & Liquor Division.

If the lease is not current, please submit a copy pf the lease and indicate:

AMENDMENT PAGE 1 OF 2

→ (i) When the lease expires, located on page 1 paragraph 3 (3.31.26) of lease.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page 4 paragraph 6 of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)
(Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $423,387 (29.8 %)
(Line 2) Food Sales: $994597 (71.2 %)
(Line 3) Gross Sales: $_____ (100 %)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☒ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesale malt beverage license with the Liquor Division)

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer**, **and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
FREDERICK M PELLOTTAL	[redacted]	[redacted]	[redacted]	6	42.5	YES ☐ NO ☒	YES ☐ NO ☒
JOSHUA GOVERNALE	[redacted]	[redacted]	[redacted]	6	42.5	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) SS.
COUNTY OF Teton *)*

Signed and sworn to before me on this 7th day of December, 2021 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	[signature]	FRED PELLOTTAL	OWNER
2)			
3)			
4)			

MARY A HURST
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 166083
MY COMMISSION EXPIRES: 10/06/2027

Witness my hand and official seal: Mary A Hurst
Signature of Notary Public

(SEAL) My commission expires: 10-6-2027

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: FREDERICK (First Name) MARTIN (Full Middle Name) PEIGHTAL (Last Name)

Date of Birth: [redacted] Driver License: [redacted] (State / Number)

Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 7th day of December, 20 21.

SEAL

MARY A HURST
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 166083
MY COMMISSION EXPIRES: 10/06/2027

Mary A Hurst
Notary Public or officer authorized to administer oaths

FIRST AMENDMENT TO LEASE
BETWEEN CENTER STREET, LLC, LANDLORD AND
IL FERRAIO LLC, TENANT

THIS FIRST AMENDMENT TO LEASE (the "Amendment") is made and entered into this 8th day of MARCH, 2021, by and between Center Street, LLC, a Wyoming limited liability company ("Landlord") and Il Ferraio LLC, a Wyoming limited liability company ("Tenant").

WHEREAS, Landlord and Tenant entered into that certain lease, commencing March 1, 2016, with the first term terminating on March 31, 2022, for the lease of certain real property commonly known as 161 Center Street, Jackson , Wyoming, and further described in such lease (the "Lease") (terms used herein but not defined shall have those definitions used in the Lease); and

WHEREAS, the Lease provides for certain renewal options exercisable by Tenant subject to certain provisions;

WHEREAS, a new deck has been installed on the Premises (the "Deck");

WHEREAS, Landlord and Tenant desire to confirm Tenant's exercise of the First Renewal Term, and amend other provisions of the Lease, all as provided herein.

NOW, THEREFORE, in consideration of the aforementioned recitals, the covenants and obligations contained herein and other good and valuable consideration, the parties hereto agree as follows:

1. Tenant's option to extend the term of the Lease through the First Renewal Term is hereby exercised by Tenant and Landlord confirms such extension so that (subject to other provisions of the Lease) the Lease Term now terminates on March 31, 2026.

2. Paragraph 2.1, **Types of Rent**, is hereby revised to provide that Tenant shall pay the Rent in the form of an EFT to Landlord's Bank Account at Wells Fargo, Account [redacted] and Routing [redacted]

3. Paragraph 2.1.b., is hereby deleted and replaced in its entirety as follows:

b. Adjustments to Rent: The Base Rent shall increase annually on January 1 of each year as follows:

January 1, 2022	the Base Rent increased to [redacted] monthly;
January 1, 2023	the Base Rent increased to [redacted] monthly;
January 1, 2024	the Base Rent increases to [redacted] monthly;
January 1, 2025	the Base Rent increased to [redacted] monthly

4. Tenant shall pay all costs for the upkeep and maintenance of the Deck to a commercially reasonable state of cleanliness, repair and safety, and in keeping with all other requirements in the Lease.

5. Except as expressly amended by this Amendment, the Lease is and remains in full force and effect, unchanged.

6. This Amendment may be executed in counterparts and facsimile or email scanned signatures shall be acceptable to bind the parties hereto.

IN WITNESS WHEREOF, the parties execute this Amendment effective as of the date first written above.

LANDLORD:

CENTER STREET, LLC,
a Wyoming limited liability company

By: _____
Name: Jeff Golightly
Title: VP

TENANT:

Il FERRAIO, LLC,
a Wyoming limited liability company

By: _____
Name: Fred Richards
Title: Owner

By: _____
Name: Joshua Groverman
Title: owner

LEASE

THIS LEASE (the "Lease") is made as of the 15 day of March, 2016, between CENTER STREET, LLC, a Wyoming limited liability company (the "Landlord") and the Tenant as named in the Schedule below. The term "Building" means the building situated on the northern part of the land (the "Land") generally located at 155 N. Center Street, Jackson, Wyoming, 83001 and described below. "Premises" means the Building and that portion of the Land used for parking leased to Tenant described below.

The following schedule (the "Schedule") is an integral part of this Lease. Terms defined in this Schedule shall have the same meaning throughout the Lease.

SCHEDULE

1. Tenant: Il Ferraio LLC, a Wyoming limited liability company.
2. Premises: Two Thousand One Hundred (2,100) square foot building located on the north side of 155 N. Center Street.
3. Land: Lots 6, 7, 8, 9, 10, of Block 2 of Clubhouse Addition to the Town of Jackson, Wyoming.
4. Tenant's Proportionate Share: 18.28%.
5. Security Deposit: [redacted]
[redacted] March 1, 2016.
7. Rent Commencement Date: May 1, 2016
8. Termination Date/Term: March 31, 2021
9. Guarantors: Fred Peightal and Josh Governale, see attached Guaranty.
10. Base Rent: [redacted] as provided below.

1. LEASE AGREEMENT.

1.1. **Lease**. On the terms stated in this Lease, Landlord leases the Premises to Tenant, and Tenant leases the Premises from Landlord, for the Term beginning on the Commencement Date and ending on the Termination Date unless extended or sooner terminated pursuant to this Lease

1.2. **Parking**. Tenant and its employees and invitees shall be designated the use of a total of four (4) parking spaces directly in front of the Premises. Tenant shall not use any reserved parking spaces not specifically allocated to Tenant. Tenant will be responsible for installing and maintaining signage (in accordance with this Lease) identifying such designated spaces if Tenant desires to do so. Tenant shall be responsible for any enforcement of violations of designated parking. Overnight parking is prohibited.

2. RENT.

2.1. **Types of Rent**. Beginning on the Rent Commencement Date, Tenant shall pay the following Rent in the form of a check to Landlord at the following address, P.O. Box 10309 Jackson, WY 83002:

a. Base Rent, in monthly installments in advance, the first monthly installment payable upon the execution of this Lease, and thereafter on or before the first day of each month of the Term in the amount set forth on the Schedule.

b. Adjustment to Rent. Commencing on March 1, 2018, and annually on March 1 thereafter for the remainder of the Term, the Base Rent paid during the previous year shall be increased by the greater of (i) 3%, or (ii) a percentage equal to the percentage increase, if any, in the "Consumer Price Index-All Urban Consumer" (CPI-U) during the most recent 12 month period available. The term "Consumer Price Index" as used in this Lease means the Index published by the Bureau of Labor Statistics of the U.S. Department of Labor as applicable to the Western Region. In the Event the Bureau of Labor Statistics ceases to publish the CPI-U, or materially changes the method of its computations, the parties agree to accept comparable statistics relative to the purchasing power of the dollar published by the U. S. Government, or if there is no Governmental successor index, authoritative comparable statistics published in a responsible financial periodical.

c. Operating Cost Share Rent in an amount equal to the Tenant's Proportionate Share of Operating Costs for the applicable fiscal year of the Lease, paid monthly in advance in an estimated amount. Definitions of Operating Costs and Tenant's Proportionate Share, and the method for billing and payment of Operating Cost Share Rent, are set forth below.

d. Tax Share Rent in an amount equal to the Tenant's Proportionate Share of the Taxes for the applicable fiscal year of this Lease, paid monthly in advance in an estimated amount. A definition of Taxes and the method for billing and payment of Tax Share Rent are set forth below.

e. Additional Rent in the amount of all costs, expenses, liabilities, and amounts which Tenant is required to pay under this Lease, excluding Base Rent, Operating Cost Share Rent, and Tax Share Rent, but including any interest for late payment of any item of Rent.

f. Rent as used in this Lease means Base Rent, Operating Cost Share Rent, Tax Share Rent and Additional Rent. Tenant's agreement to pay Rent is an independent covenant, with no right of setoff, deduction or counterclaim of any kind.

2.2. **Payment of Operating Cost Share Rent and Tax Share Rent.**

a. Payment of Estimated Operating Cost Share Rent and Tax Share Rent. Landlord shall estimate the Operating Costs and Taxes of the Building and Land by January 31st of each fiscal year, or as soon as reasonably possible thereafter. Landlord may revise these estimates whenever it obtains more accurate information, such as the final real estate tax assessment or tax rate for the Building and Land.

Within ten (10) days after receiving the original or revised estimate from Landlord setting forth an estimate of Operating Costs for a particular fiscal year, Tenant shall pay Landlord one-twelfth (1/12th) of Tenant's Proportionate Share of the estimated Operating Costs, multiplied by the number of months that have elapsed in the applicable fiscal year to the date of such payment including the current month, minus payments previously made by Tenant for the months elapsed. On the first day of each month thereafter, Tenant shall pay Landlord one-twelfth (1/12th) of Tenant's Proportionate Share of this estimate, until a new estimate becomes applicable.

Within ten (10) days after receiving the original or revised estimate from Landlord setting forth an estimate of Taxes for a particular fiscal year, Tenant shall pay Landlord one-twelfth (1/12th) of Tenant's Proportionate Share of the estimated Taxes, multiplied by the number of months that have elapsed in the applicable fiscal year to the date of such payment including the current month, minus payments previously made by Tenant for the months elapsed. On the first day of each month thereafter, Tenant shall pay Landlord one-twelfth (1/12th) of Tenant's Proportionate Share of this estimate, until a new estimate becomes applicable.

b. Correction of Operating Cost Share Rent. Landlord shall deliver to Tenant a report for the previous fiscal year (the "Operating Cost Report") by March 31st of each year, or as soon as reasonably possible thereafter, setting forth (a) the actual Operating Costs incurred, (b) the amount of Operating Cost Share Rent due from Tenant, and (c) the amount of Operating Cost Share Rent actually paid by Tenant. Within twenty (20) days after such delivery, Tenant shall pay to Landlord the amount due minus the amount paid. If the amount paid exceeds the amount due, Landlord shall apply the excess to Tenant's payments of Operating Cost Share Rent next coming due.

c. Correction of Tax Share Rent. Landlord shall deliver to Tenant a report for the previous fiscal year (the "Tax Report") by May 15 of each year, or as soon as reasonably possible thereafter, setting forth (a) the actual Taxes, (b) the amount of Tax Share Rent due from Tenant, and (c) the amount of Tax Share Rent actually paid by Tenant. Within twenty (20) days after such delivery, Tenant shall pay to Landlord the amount due from Tenant minus the amount paid by Tenant. If the amount paid exceeds the amount due, Landlord shall apply the excess to Tenant's payments of Tax Share Rent next coming due.

2.3. **Definitions.**

a. "Operating Costs" means any expenses, costs and disbursements of any kind other than taxes, paid or incurred by Landlord in connection with the management, maintenance, snow removal, operation, insurance, repair and other related activities in connection with any part of the Building and Land and of the personal property, fixtures, machinery, equipment, systems and apparatus used in connection therewith, including the cost of providing those services required to be furnished by Landlord under this Lease. Operating Costs shall also include the costs of any capital improvements which are intended to reduce Operating Costs or improve safety, and those made to keep the Building in compliance with governmental requirements applicable from time to time (collectively, "Included Capital Items"); provided, that the costs of any Included Capital Item shall be amortized by Landlord, over the estimated useful life of such item and such amortized costs are only included in Operating Costs for that portion of the useful life of the Included Capital Item which falls within the Term.

b. "Taxes" means any and all taxes, assessments and charges of any kind, general or special, ordinary or extraordinary, levied against the Building or Land, which Landlord shall pay or become obligated to pay in connection with the ownership, leasing, renting, management, use, occupancy, control or operation of the Building or Land or of the personal property, fixtures, machinery, equipment, systems and apparatus used in connection therewith. Taxes shall include real estate taxes, personal property taxes, sewer rents, water rents, special or general assessments, transit taxes, ad valorem taxes, and any tax levied on the rents hereunder or the interest of Landlord under this Lease (the "Rent Tax"). Taxes shall also include all fees and other costs and expenses paid by Landlord in reviewing any tax and in seeking a refund or reduction of any Taxes, whether or not the Landlord is ultimately successful. Any refund or other adjustment to any Taxes by the taxing authority shall apply during the year in which the adjustment is made. "Lease Year" means each consecutive twelve-month period beginning with the Commencement Date, and each subsequent Lease Year shall be the twelve months following the prior Lease Year.

c. "Fiscal Year" means the calendar year, except that the first fiscal year and the last fiscal year of the Term may be a partial calendar year.

2.4. **Computation of Base Rent.**

a. Prorations. If this Lease begins on a day other than the first day of a month, the Base Rent, Operating Cost Share Rent and Tax Share Rent shall be prorated for such partial month based on the actual number of days in such month. If this Lease begins on a day other than the first day, or ends on a day other than the last day, of the fiscal year, Operating Cost Share Rent and the Tax Share Rent shall be prorated for the applicable fiscal year.

b. Default Interest. Any sum due from Tenant to Landlord not paid within 10 days of when due shall bear interest from the date due until paid at 1.5% per month, compounded monthly.

c. Square Footage Calculation. The square footage of the Premises and the Building set forth in the Schedule are conclusively deemed to be the actual square footage thereof.

d. Books and Records. Landlord shall maintain books and records reflecting the Operating Costs and Taxes in accordance with sound accounting and management practices.

e. Miscellaneous. So long as Tenant is in default of any obligation under this Lease, Tenant shall not be entitled to any refund of any amount from Landlord. If this Lease is terminated for any reason prior to the annual determination of Operating Cost Share Rent or Tax Share Rent, either party shall pay the full amount due to the other within fifteen (15) days after Landlord's notice to Tenant of the amount when it is determined. Landlord may commingle any payments made with respect to Operating Cost Share Rent or Tax Share Rent, without payment of interest.

3. **CONDITION OF PREMISES; POSSESSION AND SURRENDER OF PREMISES.**

3.1. **Condition of Premises**. Landlord is leasing the Premises to Tenant "as is," without any obligation to alter, remodel, improve, repair or decorate any part of the Premises.

3.2. **Tenant's Possession**. Tenant's taking possession of any portion of the Premises shall be conclusive evidence that the Premises were in good order, repair and condition.

3.3. **Maintenance**. Throughout the Term, Tenant shall maintain the Premises in their condition as of the Commencement Date, loss or damage caused by the elements, ordinary wear, and fire and other casualty excepted, and at the termination of this Lease or Tenant's right to possession, Tenant shall return the Premises to Landlord in broom-clean condition. To the extent Tenant fails to perform such obligations, Landlord may, but need not, restore the Premises to such condition and Tenant shall pay the cost thereof.

4. **Deleted.**

5. **ALTERATIONS AND REPAIRS.**

5.1. **Landlord's Consent and Conditions**. Tenant shall not make any improvements or alterations to the Premises (the "Work") without in each instance submitting plans and specifications for the Work to Landlord and obtaining Landlord's prior written consent, which consent may be withheld or conditioned in Landlord's reasonable discretion. Landlord will be deemed to be acting reasonably in withholding its consent for any Work which (a) impacts the base structural components or systems of the Building, (b) impacts any other tenant's premises, or (c) is visible from outside the Premises. Tenant shall pay for the cost of all Work. All Work shall become the property of Landlord upon its installation, except for Tenant's trade fixtures and for items which Landlord requires Tenant to remove at Tenant's cost at the termination of the Lease pursuant to Section 5.5. Any Work which is approved by Landlord shall be subject to Landlord's requirements in effect at such time. Tenant shall provide Landlord lien waivers, in a form approved by Landlord, of all contractors, suppliers or any others providing services or materials to the Premises prior to Tenant's opening in the Premises. Notwithstanding the foregoing, all Work (current and future), shall conform with all applicable Governmental Requirements and be approved by applicable governmental authorities.

5.2. **Repair**. Except as provided herein, if any part of the Building structural components, Building roof, parking lot or HVAC system shall be damaged or cease to function or require repair or replacement, Tenant shall promptly notify Landlord, and Landlord shall repair such damage or cause such repair or replacement to be made, provided that Tenant shall be responsible for any repair or replacement required due to Tenant's negligence. Landlord may also at any reasonable time make any repairs or alterations which Landlord deems necessary for the safety or protection of the Premises, or which Landlord is required to make by any court or pursuant to any Governmental Requirement (defined in Section 7). Tenant shall at its expense make all other repairs and perform such maintenance as is necessary to keep the Premises, and Tenant's fixtures and personal property, in good order, condition and repair; to the extent Tenant fails to do so with respect to the Premises, Landlord may make such repairs itself. Tenant shall further be responsible for all (a) repair and maintenance of air conditioning equipment necessitated by Tenant's misuse of such equipment. Landlord shall be responsible solely for repair and maintenance of such equipment caused by a malfunction which is not attributable to Tenant's misuse of such equipment and (b) the repair of all damage or destruction of any plate or window glass in the Premises, and Tenant shall maintain adequate plate-glass insurance at its own expense for the benefit of Landlord. The cost of any repairs made by Landlord on account of Tenant's default, or on account of the misuse or neglect by Tenant or its invitees, contractors or agents in its use of the Premises, shall become Additional Rent payable by Tenant on demand.

5.3. **No Liens**. Tenant has no authority to cause or permit any lien or encumbrance of any kind to affect Landlord's interest in the Building or Land; any such lien or encumbrance shall attach to Tenant's interest only. If any mechanic's lien shall be filed or claim of lien made for work or materials furnished to the Premises or the Building or Land by, through or under Tenant, then Tenant shall, at its expense, within ten (10) days thereafter, discharge the lien. If Tenant does not comply with these requirements, Tenant shall be in default hereunder and Landlord may discharge the lien or claim, and the amount paid, as well as attorney's fees and other expenses incurred by Landlord, shall become Additional Rent payable by Tenant on demand. Such action by Landlord shall not constitute a waiver of any right or remedy which Landlord may have on account of Tenant's default. If a lien is filed, Tenant shall, within ten (10) days after knowledge of the filing, secure the discharge of the lien or deposit with Landlord cash or a sufficient corporate surety bond or other security satisfactory to

Landlord in an amount sufficient to discharge the lien plus any costs, attorney fees and other charges that could accrue from enforcement of such lien, should Tenant desire to contest the lien.

5.4. **Ownership of Improvements**. All Work as defined in this Section 5, partitions, hardware, equipment, machinery and all other improvements and all fixtures, except trade fixtures, constructed in the Premises by either Landlord or Tenant, (i) shall become Landlord's property upon installation without compensation to Tenant, unless Landlord consents otherwise in writing, and (ii) shall at Landlord's option either (a) be surrendered to Landlord with the Premises at the termination of the Lease or of Tenant's right to possession, or (b) be removed in accordance with Subsection 5.5 below (unless Landlord at the time it gives its consent to the performance of such construction expressly waives in writing the right to require such removal).

5.5. **Removal at Termination**. Upon the termination of this Lease or Tenant's right of possession to the Premises, Tenant shall remove from the Premises its trade fixtures, furniture, moveable equipment and other personal property, any improvements which Landlord elects shall be removed by Tenant pursuant to Section 5.4, and any improvements to any portion of the Building or Land other than the Premises. Tenant shall repair all damage caused by the installation or removal of any of the foregoing items. Landlord shall notify Tenant of its election to require Tenant to remove any such property, if at all, within 15 business days following the expiration or earlier termination of the Lease. If Tenant does not timely remove such property upon such notice, then, at Landlord's election, Tenant shall be conclusively presumed to have: (i) conveyed such property to Landlord without compensation, or (ii) abandoned such property, and Landlord may dispose of or store any part thereof in any manner at Tenant's sole cost, without waiving Landlord's right to claim from Tenant all expenses arising out of Tenant's failure to remove the property, and without liability to Tenant or any other person. Landlord shall have no duty to be a bailee of any such personal property. If Landlord elects abandonment, Tenant shall pay to Landlord, upon demand, any expenses incurred for disposition.

6. **USE OF PREMISES.** Tenant shall use the Premises only for a restaurant. Tenant may serve alcohol and malt beverages but only so long as the same are sold in accordance with all laws, ordinances, rules and regulations of the Town of Jackson and State of Wyoming and all other governmental entities with jurisdiction over such matters. Tenant shall not allow any inflammable or explosive liquids or materials to be kept on the Premises. Tenant shall not allow any use of the Premises which would cause the value or utility of any part of the Premises to diminish or would interfere with any other tenant or with the operation of the Land by Landlord. Tenant shall not permit any nuisance or waste upon the Premises, or allow any offensive noise or odor in or around the Premises, or use the Premises in any manner that interferes with any other tenant or with Landlord's operation of the Land. Tenant shall not allow any use of the Premises which will negatively affect the cost of insurance coverage of Landlord's insurance for the Premises. Tenant shall maintain all portions of the Premises in a clean and orderly condition, free of dirt, trash, boxes and obstructions, and otherwise in a commercially reasonable state of cleanliness, repair and safety. Such maintenance shall include keeping parking lots and drives free from all equipment, trailers and the like except as may be necessary in the ordinary course of Tenant's business, provided that such areas shall not to be used for storage or any kind.

7. **GOVERNMENTAL REQUIREMENTS AND BUILDING RULES**. Tenant shall comply with all applicable governmental laws, ordinances and regulations ("Governmental Requirements") applying to its use of the Premises. Tenant shall also comply with all reasonable rules established for the Premises from time to time by Landlord. In the event of alterations and repairs performed by Tenant, Tenant shall comply with the provisions of Section 5 of this Lease and also Landlord's then current policies, rules and requirements for construction projects.

8. **WAIVER OF CLAIMS; INDEMNIFICATION; INSURANCE**.

8.1. **Waiver of Claims**. To the extent permitted by law, Tenant waives any claims it may have against Landlord or its officers, manager, members, employees or agents for business interruption, any other consequential or exemplary damages, and any damage to property sustained by Tenant.

8.2. **Indemnification**. Tenant shall indemnify, defend and hold harmless Landlord and its officers, directors, employees and agents against all claims, liabilities, and expenses, including reasonable attorney fees, suffered or claimed by any person, directly or indirectly, based on, arising out of, or resulting from: i) any injury to any person or damage to or loss of any property occurring x) in the Premises, or y) on the Land and arising from the use of the Premises, except to the extent either of the foregoing are caused solely by the gross negligence or willful misconduct of Landlord; ii) any act or omission or negligence of Tenant or any of Tenant's employees or agents; and iii) any breach or default by Tenant in the performance of its obligations and covenants under this Lease. Tenant's obligations under this Section shall survive the expiration or earlier termination of this Lease.

Except as to any matter for which Tenant is obligated to indemnify Landlord above, Landlord shall indemnify, defend and hold harmless Tenant and its officers, directors, employees and agents against all claims, liabilities, and expenses, including reasonable attorney fees, suffered or claimed by any person, directly or indirectly, based on, arising out of, or resulting solely from the gross negligence or willful misconduct of Landlord or any of Landlord's employees or agents. Landlord's obligations under this Section shall survive the expiration or earlier termination of this Lease.

8.3. **Tenant's Insurance**. Tenant shall maintain insurance as follows, with such other terms, coverages and insurers, as Landlord shall reasonably require from time to time:

a. Commercial General Liability Insurance, with (a) contractual liability coverage including the indemnification provisions contained in this Lease, (b) a severability of interest endorsement, (c) limits of not less than One

Issued by:

WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES
2219 CAREY AVE
CHEYENNE, WY 82002

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 7108

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Issued to:

EXPIRATION DATE: 1/26/2023

ORSETTO
161 N CENTER ST
JACKSON, WY 83001

IL FERRAIO LLC
FRED PEIGHTAL
PO BOX 3992
JACKSON, WY 83001

Director of Dept. of Ag

THIS LICENSE MUST BE CURRENT AND POSTED CONSPICUOUSLY AT THE PHYSICAL LOCATION

Issued by:

WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES
2219 CAREY AVE
CHEYENNE, WY 82002

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JACKSON, WY 83001

EXPIRATION DATE: 1/26/2022

Director of Dept. of Ag

THIS LICENSE MUST BE CURRENT AND POSTED CONSPICUOUSLY AT THE PHYSICAL LOCATION

BUSINESS LICENSE

Account #: 6976
Business: IL Ferraio, LLC
DBA: Orsetto
Business Type: Sales Tax
Business Activity: Restaurants and Food Services
Business Location: 160 Center St.
Term: 01/01/21 through 12/31/21
Fee: 200.00

IL Ferraio, LLC
Po Box 3992

TOWN OF JACKSON

I, Pete Muldoon, Mayor of the Town of Jackson, do hereby subscribe my name and cause the Seal of said Town to be here unto affixed this 12/11/20

Mayor

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION
Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information


Please note that this form CANNOT be submitted in place of your Annual Report.

Name	Il Ferraio, LLC
Filing ID	2015-000701304
Type	Limited Liability Company
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type	Close	Standing - Other	Good
Formed in	Wyoming	Filing Date	12/08/2015 12:39 PM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Principal Address

161 North Center Street
Jackson, WY 83001

Mailing Address

PO Box 3992
Jackson, WY 83001

Registered Agent Address

Garland Law Office, LLC.
235 E Broadway
PO Box 4310
Jackson, WY 83001

Parties

Type	Name / Organization / Address
Organizer	R Scott Garland

Notes

Date	Recorded By	Note

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: 6005

License Fees

Annual Fee: $ 1514.00

Prorated Fee: $ _____

Transfer Fee: $ _____

Publishing Fee: $ 100.00

Date filed with clerk: 1 / 3 / 2022

Advertising Dates: (2 Weeks) 2/2/22 & 2/9/22

Hearing Date: 2 / 22 / 22

Publishing Fee Direct Billed to Applicant: ☐

License Term: 4 (Month) / 1 (Day) / 22 (Year) Through 3 (Month) / 31 (Day) / 23 (Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: Illamar LLC

Trade/Business Name (dba): Pinky Gs Pizzeria

Building to be licensed/Building Address: 50 W Broadway Ave.
Number & Street

Jackson (City) WY (State) 83001 (Zip) Teton (County)

Local Mailing Address: PO Box 4609
Number & Street or P.O. Box

Jackson (City) WY (State) 83001 (Zip)

Local Business Telephone Number: (307) 734-7469 Fax Number: ( )

Business E-Mail Address: tom@pinkygs.com

FILING IN (CHOOSE ONLY ONE)

☒ CITY OF: Jackson

☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☐ LLC
☒ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY (BAR)
☐ OFF-PREMISE ONLY (PACKAGE STORE)
☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☒ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☒ FULL TIME (e.g. Jan through Dec)	(specify months of operation)	from Jan to Dec
☐ SEASONAL/PART-TIME	DAYS OF WEEK (e.g. Mon through Sat)	from Mon to Sun
☐ NON-OPERATIONAL/PARKED	HOURS OF OPERATION (e.g. 10a - 2a)	from 11a to 2a

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)

(a) **OWN** the licensed building? ☐ YES (own)

(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☒ YES (lease)

(c) **LEASE** is current and on file with the licensing authority & Liquor Division.

If the lease is not current, please submit a copy pf the lease and indicate:

(i) When the lease expires, located on page _____ paragraph _____ of lease.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page _____ paragraph _____ of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

* SEE LEASE ADDENDUM (included)

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)
(Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $ 282,898.00 (12 - %)
(Line 2) Food Sales: $ 2,283,962.00 (88 - %)
(Line 3) Gross Sales: $ 2,566,860.00 (100 - %)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☑ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesale malt beverage license with the Liquor Division)

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer**, **and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
THOMAS B. FAY	[redacted]	[redacted]	[redacted]	11	85	YES ☐ NO ☑	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) SS.
COUNTY OF Teton)

Signed and sworn to before me on this 29th day of November, 2021 that the facts alleged in the foregoing instrument are true by the following.

	(Signature)	(Printed Name)	Title
1)	[signature]	THOMAS B. FAY	OWNER
2)			
3)			
4)			

AUDRA M GARRISON – NOTARY PUBLIC
COUNTY OF TETON STATE OF WYOMING
MY COMMISSION EXPIRES FEBRUARY 10, 2025

Witness my hand and official seal: [signature]
Signature of Notary Public

My commission expires: 02.10.2025

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: THOMAS (First Name) BRYAN (Full Middle Name) FAY (Last Name)

Date of Birth: [redacted] Driver License: [redacted] (State / Number)

Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 29th day of November, 2021.

(SEAL)

AUDRA M GARRISON – NOTARY PUBLIC
COUNTY OF TETON STATE OF WYOMING
MY COMMISSION EXPIRES FEBRUARY 10, 2025

Notary Public or officer authorized to administer oaths

Rev 10/2020

Issued by:

WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES
2219 CAREY AVE
CHEYENNE, WY 82002

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 2852

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Issued to:

EXPIRATION DATE: 6/23/2022

PINKY G'S PIZZA
50 W BROADWAY
JACKSON, WY 83001

ILLAMAR LLC
ILLAMAR LLC
PO BOX 4605
JACKSON, WY 83001

Douglas L. Miyamoto

Director of Dept. of Ag

THIS LICENSE MUST BE CURRENT AND POSTED CONSPICUOUSLY AT THE PHYSICAL LOCATION

Lease Addendum

50 West Broadway Street (The Pink Garter), Jackson, Wyoming

This Lease Addendum ("Addendum") is entered into and to be effective as of the date last signed below (the "Effective Date") by and between Pink Garter, LLC, a Wyoming limited liability company ("Landlord"), and Illamar, LLC a Wyoming limited liability company ("Tenant").

Recitals

a) Landlord and Tenant entered into a Commercial Lease Agreement date August 1, 2014
b) The Tenant leases the from Landlord as a portion of that certain building located on Lots 3 &4, Block 1, Wort Addition to the Town of Jackson, 50 West Broadway, Jackson, Wyoming, otherwise known as the "the Pink Garter" as the Leased Premises.

In consideration of the foregoing recitals which are incorporated into the conditions below, the Landlord and Tenant agree as follows:

1. Term. The Tenant exercised the Option To Renew starting August 1, 2019 for his final 5year extension period as the original lease reads on section 3) Option To Renew. The Term of the Lease will end at noon on July 31st, 2024. All other terms of the original August 1st, 2014 lease are in full effect.
2. Use of Leased Property. As the original lease states the "Tenant shall use the Leased Property for a restaurant serving food and beverages **including service of alcoholic beverages** and for such other purpose or purposes as may be approved by the Landlord from time to time in writing in advance of the commencement of such use.
3. Execution. This Addendum may be executed in multiple counterparts by facsimile signatures.

IN WITNESS WHEREOF, the parties hereto have executed this Lease to be effective as of the Effective Date.

Landlord:

Pink Garter, LLC
By: DUDLEY MILLER
Its: PINK GARTER LLC
Dated: 07/29/2021

Tenant:

Illamar, LLC
By: Tom Fay
Its: OWNER
Dated: 7/30/2021

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION
Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information

Please note that this form CANNOT be submitted in place of your Annual Report.

Name	ILLAMAR LLC
Filing ID	2011-000597132
Type	Limited Liability Company
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Wyoming	Filing Date	02/15/2011 1:03 PM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Principal Address

50 W Broadway
Jackson, WY 83001

Mailing Address

PO 4605
Jackson, WY 83001

Registered Agent Address

Thomas Fay
50 W Broadway
Jackson, WY 83001

Parties

Type	Name / Organization / Address
Organizer	Thomas B Fay

Notes

Date	Recorded By	Note

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: 266

License Fees

Annual Fee: $ 1914.00

Prorated Fee: $ _____

Transfer Fee: $ _____

Publishing Fee: $ 100.00

Publishing Fee Direct Billed to Applicant: ☐

Date filed with clerk: 1 / 3 / 2022

Advertising Dates: (2 Weeks) 2/2/22 & 2/9/22

Hearing Date: 2 / 22 / 22

License Term: 4 / 1 / 22 (Month / Day / Year) Through 3 / 31 / 23 (Month / Day / Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: The Indian Room LLC

Trade/Business Name (dba): Teton Tiger

Building to be licensed/Building Address: 165 N. Center St. (Number & Street)

Jackson (City) WY (State) 83001 (Zip) Teton (County)

Local Mailing Address: PO Box 1694 (Number & Street or P.O. Box)

Jackson (City) WY (State) 83002 (Zip)

Local Business Telephone Number: (307) 733-4111 Fax Number: (_____)

Business E-Mail Address: ryan@tetontiger.com

FILING IN (CHOOSE ONLY ONE)

☒ CITY OF: Jackson

☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL ☐ CORPORATION
☐ PARTNERSHIP ☐ LTD PARTNERSHIP
☐ LP/LLP ☐ ORGANIZATION
☒ LLC ☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY (BAR)

☐ OFF-PREMISE ONLY (PACKAGE STORE)

☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☒ RESTAURANT LIQUOR LICENSE

☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY

☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☒ FULL TIME (e.g. Jan through Dec)
☐ SEASONAL/PART-TIME
☐ NON-OPERATIONAL/PARKED

(specify months of operation) from ~~Jan~~ Dec to ~~Dec~~ Dec

DAYS OF WEEK (e.g. Mon through Sat) from Mon to Sat

HOURS OF OPERATION (e.g. 10a - 2a) from 5pm to 9pm

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)

(a) **OWN** the licensed building? ☐ YES (own)

(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☑ YES (lease)

(c) **LEASE** is current and on file with the licensing authority & Liquor Division.

If the lease is not current, please submit a copy pf the lease and indicate:

(i) When the lease expires, located on page _____ paragraph _____ of lease.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page _____ paragraph _____ of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)
(Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $296,327. (21 %)
(Line 2) Food Sales: $1,111,488.07 (78 %)
(Line 3) Gross Sales: $1,407,815.37 (100 %)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☑ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesale malt beverage license with the Liquor Division)

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding ar[redacted] stock of the corporation, limited liability company, limited liability partnership, or limited partnership, a[redacted] **and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	[redacted]	
RYAN HANCOCK	[redacted]	[redacted]	[redacted]	8	66%	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) SS.
COUNTY OF Teton)

Signed and sworn to before me on this 17th day of December, 2021 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	[signature]	RYAN HANCOCK	MANAGING MEMBER/OWNER
2)			
3)			
4)			

MARY A HURST
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 166083
MY COMMISSION EXPIRES: 10/06/2027

Witness my hand and official seal: Mary A Hurst
Signature of Notary Public

(SEAL) My commission expires: 10/06/2027

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: RYAN (First Name) WILLIAM (Full Middle Name) HAWORTH (Last Name)

Date of Birth: [redacted] Driver License: [redacted] (State / Number)

Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 17th day of December, 2021.

(SEAL)

MARY A HURST
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 166083
MY COMMISSION EXPIRES: 10/06/2027

Mary A Hurst
Notary Public or officer authorized to administer oaths

Issued by:

WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES
2219 CAREY AVE
CHEYENNE, WY 82002

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 2142

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Issued to:

EXPIRATION DATE: 4/8/2022

THE INDIAN
165 N CENTER STREET UNIT2
JACKSON, WY 83001

THE INDIAN ROOM LLC DBA TETON TIGER
RYAN HAWORTH
PO BOX 6694
JACKSON, WY 83002

Director of Dept. of Ag

THIS LICENSE MUST BE CURRENT AND POSTED CONSPICUOUSLY AT THE PHYSICAL LOCATION

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION
Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information


Please note that this form CANNOT be submitted in place of your Annual Report.

Name	The Indian Room LLC
Filing ID	2013-000643203
Type	Limited Liability Company
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Wyoming	Filing Date	05/13/2013 1:31 PM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Principal Address

165 N. Center Street
Jackson, WY 83001

Mailing Address

PO Box 6694
Jackson, WY 83002

Registered Agent Address

Ryan Haworth
165 N Center
Jackson, WY 83001

Parties

Type	Name / Organization / Address
Organizer	Ryan Haworth

Notes

Date	Recorded By	Note

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: 288

License Fees

Annual Fee: $ 1514.00

Prorated Fee: $ _____

Transfer Fee: $ _____

Publishing Fee: $ 100.00

Date filed with clerk: ___/___/___

Advertising Dates: (2 Weeks) 2/2/22 & 2/9/22

Hearing Date: 2/22/22

Publishing Fee Direct Billed to Applicant: ☐

License Term: 4 / 1 / 22 (Month / Day / Year) Through 3 / 31 / 23 (Month / Day / Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: J + J Food Company LLC

Trade/Business Name (dba): Miazga's

Building to be licensed/Building Address: 399 W Broadway (Number & Street)

Jackson (City) WY (State) 83001 (Zip) Teton (County)

Local Mailing Address: PO Box 4278 (Number & Street or P.O. Box)

Jackson (City) WY (State) 83001 (Zip)

Local Business Telephone Number: (307) 733-2784 Fax Number: (___)

Business E-Mail Address: jbeastrom@gmail.com

FILING IN (CHOOSE ONLY ONE)

☒ CITY OF: Jackson

☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL ☐ CORPORATION
☐ PARTNERSHIP ☐ LTD PARTNERSHIP
☐ LP/LLP ☐ ORGANIZATION
☒ LLC ☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY (BAR)
☐ OFF-PREMISE ONLY (PACKAGE STORE)
☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☒ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY

☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☒ FULL TIME (e.g. Jan through Dec)	(specify months of operation)	from Jan. to Dec.
☐ SEASONAL/PART-TIME	DAYS OF WEEK (e.g. Mon through Sat)	from Tuesday to Saturday
☐ NON-OPERATIONAL/PARKED	HOURS OF OPERATION (e.g. 10a - 2a)	from 11:30-9:00 pm to 11:30-9:00 pm

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)

(a) **OWN** the licensed building? ☐ YES (own)

(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☒ YES (lease)

(c) **LEASE** is current and on file with the licensing authority & Liquor Division.

If the lease is not current, please submit a copy pf the lease and indicate:

(i) When the lease expires, located on page_____paragraph_____of lease.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page_____ paragraph_____of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)
(Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $ 76,92 (10 %)
(Line 2) Food Sales: $ 704,905 (90 %)
(Line 3) Gross Sales: $ 781,827 (100 %)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☐ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesale malt beverage license with the Liquor Division)

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer**, **and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Jennifer Beastrom	[redacted]	[redacted] Jackson, Wy 83001	[redacted]	3	100%	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) SS.
COUNTY OF Teton)

Signed and sworn to before ~~me~~ on this 20th day ~~of~~ January, 2022 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)		Jennifer Beastrom	Owner
2)			
3)			
4)			

MARY A HURST
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 166083
MY COMMISSION EXPIRES: 10/06/2027

(SEAL)

Witness my hand and official seal: Mary A Hurst
Signature of Notary Public

My commission expires: 10/06/2027

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: Jennifer (First Name) _____ (Full Middle Name) Beastrom (Last Name)

Date of Birth: [redacted] Driver License: [redacted] (State / Number)

Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 20th day of Janvary, 2022.

(SEAL)

MARY A HURST
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 166083
MY COMMISSION EXPIRES: 10/06/2027

Mary A Hurst
Notary Public or officer authorized to administer oaths

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION
Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information


Please note that this form CANNOT be submitted in place of your Annual Report.

Name	J&J Food Company, LLC
Filing ID	2018-000825039
Type	Limited Liability Company
Status	Inactive - Administratively Dissolved (Tax)

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Delinquent
		Standing - RA	Good
Sub Type	Close	Standing - Other	Good
Formed in	Wyoming	Filing Date	10/17/2018 1:38 PM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	12/09/2021

Principal Address

399 West Broadway
Jackson, WY 83001

Mailing Address

PO Box 4278
Jackson, WY 83001

Registered Agent Address

Joseph Miazga
399 West Broadway
Jackson, WY 83001

Parties

Type	Name / Organization / Address
Organizer	Joseph Miazga 399 West Broadway, Jackson, Teton County, WY 83001

Notes

Date	Recorded By	Note

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: _____

License Fees

Annual Fee: $ 1514.00

Prorated Fee: $ _____

Transfer Fee: $ _____

Publishing Fee: $ 100.00

Date filed with clerk: 01 / 07 / 2022

Advertising Dates: (2 Weeks) 2/2/22 & 2/9/22

Hearing Date: 2 / 22 / 22

Publishing Fee Direct Billed to Applicant: ☐

License Term: 4 (Month) / 1 (Day) / 2022 (Year) Through 3 (Month) / 31 (Day) / 2023 (Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: Jackson Drug LLC

Trade/Business Name (dba): Jackson Drug

Building to be licensed/Building Address: 15 East Deloney Ave (Number & Street)

Jackson (City) WY (State) 83001 (Zip) Teton (County)

Local Mailing Address: PO Box 128 (Number & Street or P.O. Box)

Jackson (City) WY (State) 83001 (Zip)

Local Business Telephone Number: (307) 413 4321 Fax Number: ( )

Business E-Mail Address: milkshake@jacksondrug.com

FILING IN (CHOOSE ONLY ONE)

☒ CITY OF: Jackson

☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☒ LLC
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY (BAR)
☐ OFF-PREMISE ONLY (PACKAGE STORE)
☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☒ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☒ FULL TIME (e.g. Jan through Dec)
☐ SEASONAL/PART-TIME
☐ NON-OPERATIONAL/PARKED

(specify months of operation) from Jan to Dec

DAYS OF WEEK (e.g. Mon through Sat) from Mon to Sun

HOURS OF OPERATION (e.g. 10a - 2a) from 11:30a to 10pm

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)
   - (a) **OWN** the licensed building? ☐ YES (own)
   - (b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☒ YES (lease)
   - (c) **LEASE** is current and on file with the licensing authority & Liquor Division.

   If the lease is not current, please submit a copy pf the lease and indicate:

   (i) When the lease expires, located on page 1 paragraph 2 of lease.

   (ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page 3 paragraph 5 of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)
(Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $187,144 (6 %)
(Line 2) Food Sales: $2,816,446.71 (94 %)
(Line 3) Gross Sales: $3,003,590.71 (100 %)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☐ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesale malt beverage license with the Liquor Division)

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer**, **and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Nicole Gill	[redacted]			45	45	YES ☐ NO ☒	YES ☐ NO ☒
Jessica Gill				4.5	45	YES ☐ NO ☒	YES ☐ NO ☒
Patrick Gill				4.5	10	YES ☐ NO ☒	YES ☐ NO ☒

(If more informatio [redacted] **ach to this application)**

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) SS.
COUNTY OF Teton *)*

Signed and sworn to before me on this 7th day of January, 2022 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	[signature]	Nicole M. Gill	Owner
2)			
3)			
4)			

Witness my hand and official seal: [signature]
Signature of Notary Public

My commission expires: 8/23/2024

CINTHIA H HERNANDEZ – NOTARY PUBLIC
COUNTY OF TETON STATE OF WYOMING
MY COMMISSION EXPIRES AUGUST 23, 2024

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: Nicole (First Name) Marie (Full Middle Name) Gill (Last Name)

Date of Birth: [redacted] Driver License: [redacted] State / Number

Applicant Signature

State of WY)
)ss
County of Teton)

Subscribed and sworn to before me this 7th day of January, 2022.

(SEAL)

CINTHIA H HERNANDEZ – NOTARY PUBLIC
COUNTY OF TETON STATE OF WYOMING
MY COMMISSION EXPIRES AUGUST 23, 2024

Notary Public or officer authorized to administer oaths

Rev 10/2020

Issued by:

WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES
2219 CAREY AVE
CHEYENNE, WY 82002

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 8867

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Issued to:

JACKSON DRUG LLC
15 E DELONEY AVE
JACKSON, WY 83001

JACKSON DRUG LLC
NICOLE GILL
PO BOX 128
JACKSON, WY 83001

EXPIRATION DATE: 7/2/2022

Director of Dept. of Ag

THIS LICENSE MUST BE CURRENT AND POSTED CONSPICUOUSLY AT THE PHYSICAL LOCATION

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION
Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information


Please note that this form CANNOT be submitted in place of your Annual Report.

Name	Jackson Drug, LLC
Filing ID	2017-000766992
Type	Limited Liability Company
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Wyoming	Filing Date	08/30/2017 9:06 AM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Principal Address

70 N Center St
Jackson, WY 83001

Mailing Address

PO Box 128
Jackson, WY 83001

Registered Agent Address

Jessica Gill
70 N Center St
PO Box 128
Jackson, WY 83001

Parties

Type	Name / Organization / Address
Organizer	Jessica Gill 70 N Center St, Jackson, Teton County, WY 83001

Notes

Date	Recorded By	Note

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk Local License #: _____

License Fees

Annual Fee: $ 1500.00 Date filed with clerk: 1 / 3 / 22

Prorated Fee: $ _____ Advertising Dates: (2 Weeks)

Transfer Fee: $ _____ 2/2/22 & 2/9/22

Publishing Fee: $ 100.00 Hearing Date: 2 / 22 / 22

Publishing Fee Direct Billed to Applicant: ☐

License Term: 4 / 1 / 22 (Month / Day / Year) Through 3 / 31 / 23 (Month / Day / Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: Jackson Liquor LLC

Trade/Business Name (dba): KJ's Phillips 66

Building to be licensed/Building Address: 1055 W. Broadway (Number & Street)

Jackson (City) WY (State) 83002 (Zip) Teton (County)

Local Mailing Address: P.O. Box 12529 (Number & Street or P.O. Box)

Jackson (City) WY (State) 83002 (Zip)

Local Business Telephone Number: 307 733-4666 Fax Number: ( )

Business E-Mail Address: michelle.andreasen@parklandusa.com

FILING IN (CHOOSE ONLY ONE)

☒ CITY OF: Jackson

☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL ☐ CORPORATION

☐ PARTNERSHIP ☐ LTD PARTNERSHIP

☐ LP/LLP ☐ ORGANIZATION

☒ LLC ☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY (BAR)

☒ OFF-PREMISE ONLY (PACKAGE STORE)

☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE

☐ RESORT LIQUOR LICENSE

☐ BAR AND GRILL

LIMITED RETAIL (CLUB)

☐ VETERANS CLUB

☐ FRATERNAL CLUB

☐ GOLF CLUB

☐ SOCIAL CLUB

☐ MICROBREWERY

☐ WINERY

☐ DISTILLERY SATELLITE

☐ WINERY SATELLITE

☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY

☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM

☐ GOLF CLUB

☐ GUEST RANCH

☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☒ FULL TIME (e.g. Jan through Dec) (specify months of operation) from _____ to _____

☐ SEASONAL/PART-TIME DAYS OF WEEK (e.g. Mon through Sat) from Mon. to Sun.

☐ NON-OPERATIONAL/PARKED HOURS OF OPERATION (e.g. 10a - 2a) from 10am to 6pm

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)

(a) **OWN** the licensed building? ☒ YES (own)

(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☐ YES (lease)

(c) **LEASE** is current and on file with the licensing authority & Liquor Division.

If the lease is not current, please submit a copy pf the lease and indicate:

(i) When the lease expires, located on page_____paragraph_____of lease.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page_____ paragraph_____of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

(a) Gross sales figures and percentages of income derived from: (Line 1) Liquor Sales: $_____(_____%)
W.S.12-4-408(b) (Line 2) Food Sales: $_____(_____%)
(Line 1 + Line 2 must = Line 3) (Line 3) Gross Sales: $_____(_____%)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☐ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesale malt beverage license with the Liquor Division)

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii) N/A

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, and every officer, and every director must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Michelle Andreasen	[redacted]			3	Ø	YES ☐ NO ☒	YES ☐ NO ☒
Danny Armstrong				30	Ø	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

(Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, or TWO (2) Corporate Officers or Directors except that if all the stock of the corporation is owned by ONE (1) individual then that individual may sign and verify the application upon his oath, or TWO (2) Club Officers.) W.S. 12-4-102(b)

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF ~~WYOMING~~ North Dakota)
) SS.
COUNTY OF WARD)

Signed and sworn to before me on this 17th day of November, 2021 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	Danny J. Armstrong	Danny J. Armstrong	Secretary
2)	Michelle Andreasen	Michelle Andreasen	Dir. of Int. Ops.
3)			
4)			

CARLYN DAKUTAK
Notary Public
State of North Dakota
My Commission Expires on July 23, 2022

Witness my hand and official seal: Carlyn Dakutak
Signature of Notary Public

(Seal)

My commission expires: July 23, 2022

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application
Provide for each person who signed the application

AFFIDAVIT of AUTHORIZATION

The undersigned applicant hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson and its agents and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the foregoing statements as set forth in the application. The applicant hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the license/permit requested.

AFFIDAVIT of UNDERSTANDING

The undersigned applicant hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional reviews, authorizations, permits, and approvals may be required at any time from additional Town/County departments and/or elected bodies, which may include the time period after approval but before issuance of the attached Liquor License and/or Permit Application form. It is the duty of the applicant to seek any additional required reviews, authorizations, permits, and approvals from any Town/County department or elected bodies.

Applicant please note: Corporations and Limited Liability Companies must submit a listing of all officers and all directors, including dates of birth and Social Security Numbers. Please attach the list to this document.

PRINT

Full Legal Name: Danny (First Name) John (Full Middle Name) Armstrong (Last Name)

[redacted] (Social Security Number) [redacted] (Driver License: State / Number) (Male) or Female (Circle one)

11/10/2021 (Date Signed)

Danny J Armstrong (Applicant Signature)

State of North Dakota)
)ss
County of Ward)

Subscribed and sworn to before me this 10th day of November, 2021.

(SEAL)

Carlyn Dakutak
Notary Public or officer authorized to administer oaths

CARLYN DAKUTAK
Notary Public
State of North Dakota
My Commission Expires on July 23, 2022

Rev 3/17

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: Michelle (First Name) Hdaen (Full Middle Name) Andreasen (Last Name)

Date of Birth: [redacted] Driver License: [redacted]

Michelle Andreasen
Applicant Signature

State of Idaho)
)ss
County of Bonneville)

Subscribed and sworn to before me this 19th day of November, 2021.

BRYANNA COULTER NOTARY PUBLIC (SEAL) MY COMMISSION EXPIRES 6-11-2027 STATE OF IDAHO COMMISSION NUMBER 20212848

Notary Public or officer authorized to administer oaths

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION
Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information


Please note that this form CANNOT be submitted in place of your Annual Report.

Name	Jackson Liquors, LLC
Filing ID	2006-000510306
Type	Limited Liability Company
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type	Flexible Limited Liability Company	Standing - Other	Good
Formed in	Wyoming	Filing Date	03/24/2006 12:00 AM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Principal Address

30 N Gould St Ste R
Sheridan
Sheridan, WY 82801

Mailing Address

30 N Gould St Ste R
Sheridan
Sheridan, WY 82801

Registered Agent Address

Registered Agents Inc.
30 N Gould St Ste R
Sheridan, WY 82801

Parties

Type	Name / Organization / Address

Notes

Date	Recorded By	Note

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk Local License #: 249

License Fees

Annual Fee: $ 1,500.00 Date filed with clerk: 1 / 25 / 2022

Prorated Fee: $ _____ Advertising Dates: (2 Weeks)

Transfer Fee: $ _____ 2/2/22 & 2/9/22

Publishing Fee: $ 100.00 Hearing Date: 2 / 22 / 22

Publishing Fee Direct Billed to Applicant: ☐

License Term: 4 (Month) / 1 (Day) / 2022 (Year) Through 3 (Month) / 31 (Day) / 2023 (Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: Jeremy Tofte

Trade/Business Name (dba): Thai Me Up

Building to be licensed/Building Address: 75 E Pearl Ave (Number & Street)

Jackson (City) WY (State) 83001 (Zip) Teton (County)

Local Mailing Address: PO Box 10863 (Number & Street or P.O. Box)

Jackson (City) WY (State) 83002 (Zip)

Local Business Telephone Number: (307) 733-0005 Fax Number: ( ) N/A

Business E-Mail Address: jetofte@yahoo.com

FILING IN (CHOOSE ONLY ONE)

☒ CITY OF: Jackson

☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

☒ INDIVIDUAL ☐ CORPORATION

☐ PARTNERSHIP ☐ LTD PARTNERSHIP

☐ LP/LLP ☐ ORGANIZATION

☐ LLC ☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY (BAR)

☐ OFF-PREMISE ONLY (PACKAGE STORE)

☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☒ RESTAURANT LIQUOR LICENSE

☐ RESORT LIQUOR LICENSE

☐ BAR AND GRILL

LIMITED RETAIL (CLUB)

☐ VETERANS CLUB

☐ FRATERNAL CLUB

☐ GOLF CLUB

☐ SOCIAL CLUB

☐ MICROBREWERY

☐ WINERY

☐ DISTILLERY SATELLITE

☐ WINERY SATELLITE

☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY

☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM

☐ GOLF CLUB

☐ GUEST RANCH

☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☒ FULL TIME (e.g. Jan through Dec)

☐ SEASONAL/PART-TIME

☐ NON-OPERATIONAL/PARKED

(specify months of operation) from Jan to Dec

DAYS OF WEEK (e.g. Mon through Sat) from Mon to Sun

HOURS OF OPERATION (e.g. 10a - 2a) from 5pm to 11pm

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)

(a) **OWN** the licensed building? ☐ YES (own)

(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☒ YES (lease)

(c) **LEASE** is current and on file with the licensing authority & Liquor Division. Yes, expires 12-31-2023

If the lease is not current, please submit a copy pf the lease and indicate:

(i) When the lease expires, located on page _____ paragraph _____ of lease.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page _____ paragraph _____ of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)
(Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $ 327,200 (23.00%)
(Line 2) Food Sales: $ 1,095,590 (77.00%)
(Line 3) Gross Sales: $ 1,422,790 (100 %)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☒ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) (Requires wholesale malt beverage license with the Liquor Division) ☐ YES ☐ NO

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Jeremy Tofte	[redacted]	[redacted]	[redacted]	YES ☒ NO ☐	YES ☐ NO ☒	YES ☐ NO ☒
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer, and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) SS.
COUNTY OF _____)

Signed and sworn to before me on this _____ day of _____, 20____ that the facts alleged in the foregoing instrument are true by the following:

1)	(Signature)	Jeremy Tofte (Printed Name)	President Title
2)	(Signature)	(Printed Name)	Title
3)	(Signature)	(Printed Name)	Title
4)	(Signature)	(Printed Name)	Title

PAIGE FOGARTY – NOTARY PUBLIC
COUNTY OF LINCOLN STATE OF WYOMING
(SEAL)
MY COMMISSION EXPIRES JANUARY 28, 2025

Witness my hand and official seal: _____
Signature of Notary Public

My commission expires: 1-28-25

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Jeremy Tofte / dba Thai Me Up

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: Jeremy (First Name) Eli (Full Middle Name) Tofte (Last Name)

Date of Birth: [redacted] Driver License [redacted] (State / Number)

Applicant Signature

State of Wyoming)
)ss
County of Lincoln)

Subscribed and sworn to before me this 21 day of Jan, 2022.

PAIGE FOGARTY – NOTARY PUBLIC
COUNTY OF LINCOLN
STATE OF WYOMING
MY COMMISSION EXPIRES JANUARY 28, 2025

Notary Public or officer authorized to administer oaths

Rev 10/2020

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: 502

License Fees

Annual Fee: $ Ø dual

Prorated Fee: $ _____

Transfer Fee: $ _____

Publishing Fee: $ 100.00

Publishing Fee Direct Billed to Applicant: ☐

Date filed with clerk: 1/25/2022

Advertising Dates: (2 Weeks) 2/2/22 & 2/9/22

Hearing Date: 2/22/22

License Term: 4 (Month) / 1 (Day) / 2022 (Year) Through 3 (Month) / 31 (Day) / 2023 (Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: JH Brewery LLC

Trade/Business Name (dba): JH Brewery

Building to be licensed/Building Address: 75 E Pearl Ave (Number & Street)

Jackson (City) WY (State) 83001 (Zip) Teton (County)

Local Mailing Address: PO Box 10863 (Number & Street or P.O. Box)

Jackson (City) WY (State) 83002 (Zip)

Local Business Telephone Number: (307) 733-0005 Fax Number: ( ) N/A

Business E-Mail Address: jetofte@yahoo.com

FILING IN (CHOOSE ONLY ONE)

☒ CITY OF: Jackson

☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☒ LLC
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY (BAR)
☐ OFF-PREMISE ONLY (PACKAGE STORE)
☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☒ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☒ FULL TIME (e.g. Jan through Dec)	(specify months of operation)	from Jan to Dec
☐ SEASONAL/PART-TIME	DAYS OF WEEK (e.g. Mon through Sat)	from Mon to Sun
☐ NON-OPERATIONAL/PARKED	HOURS OF OPERATION (e.g. 10a - 2a)	from 5pm to 11 pm

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)
   - (a) **OWN** the licensed building? ☐ YES (own)
   - (b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☒ YES (lease)
   - (c) **LEASE** is current and on file with the licensing authority & Liquor Division. yes, expires 12-31-2023

   If the lease is not current, please submit a copy pf the lease and indicate:

   (i) When the lease expires, located on page _____ paragraph _____ of lease.

   (ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page _____ paragraph _____ of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)
(Line 1 + Line 2 must = Line 3)
(Line 1) Liquor Sales: $_____(_____%)
(Line 2) Food Sales: $_____(_____%)
(Line 3) Gross Sales: $_____(_____%)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☐ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☒ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) (Requires wholesale malt beverage license with the Liquor Division) ☐ YES ☒ NO

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer, and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Jeremy Tofte	[redacted]	[redacted]	[redacted]	13	100%	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) SS.
COUNTY OF _____)

Signed and sworn to before me on this _____ day of _____, 20____ that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	_____	Jeremy Tofte	President
2)	_____	_____	_____
3)	_____	_____	_____
4)	_____	_____	_____

PAIGE FOGARTY – NOTARY PUBLIC
COUNTY OF LINCOLN (SEAL) STATE OF WYOMING
MY COMMISSION EXPIRES JANUARY 28, 2025

Witness my hand and official seal: _____
Signature of Notary Public

My commission expires: 1-28-25

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

JH Brewery LLC
Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: Jeremy (First Name) Eli (Full Middle Name) Tofte (Last Name)

Date of Birth: [redacted] Driver License: [redacted] (State / Number)

Applicant Signature

State of Wyoming)
)ss
County of Lincoln)

Subscribed and sworn to before me this 21 day of Jan, 2022

SEAL

PAIGE FOGARTY – NOTARY PUBLIC
COUNTY OF LINCOLN
STATE OF WYOMING
MY COMMISSION EXPIRES JANUARY 28, 2025

Notary Public or officer authorized to administer oaths

Rev 10/2020

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION
Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information

Please note that this form CANNOT be submitted in place of your Annual Report.

Name	JH Brewery LLC
Filing ID	2009-000571605
Type	Limited Liability Company
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Wyoming	Filing Date	06/29/2009 9:14 AM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Principal Address

75 E Pearl St
Jackson, WY 83001

Mailing Address

PO Box 10863
Jackson, WY 83002

Registered Agent Address

Jeremy Tofte
75 E Pearl St
PO Box 2061
Jackson, WY 83001

Parties

Type	Name / Organization / Address
Member/Manager	Ksliss Marching, LLC, a Wyoming Limited Liability Company
Organizer	Jeremy Tofte

Notes

Date	Recorded By	Note

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk Local License #: 202

License Fees
Annual Fee: $ 1514.00
Prorated Fee: $.
Transfer Fee: $.
Publishing Fee: $ 100.00

Date filed with clerk: 1 / 3 / 2022

Advertising Dates: (2 Weeks) 2/2/22 & 2/9/22

Hearing Date: 2 / 22 / 22

Publishing Fee Direct Billed to Applicant: ☐

License Term: 4 (Month) / 1 (Day) / 22 (Year) Through 3 (Month) / 31 (Day) / 23 (Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: JH Pizzeria LLC

Trade/Business Name (dba): Pizzeria Caldera

Building to be licensed/Building Address: 20 W Broadway (Number & Street)

Jackson (City) WY (State) 83001 (Zip) Teton (County)

Local Mailing Address: PO Box 1386 (Number & Street or P.O. Box)

Jackson (City) WY (State) 83001 (Zip)

Local Business Telephone Number: (307) 201-1472 Fax Number: ( )

Business E-Mail Address: hurd799@gmail.com

FILING IN (CHOOSE ONLY ONE)
- ☒ CITY OF: Jackson
- ☐ COUNTY OF:

FILING AS (CHOOSE ONLY ONE)
- ☐ INDIVIDUAL
- ☐ PARTNERSHIP
- ☐ LP/LLP
- ☒ LLC
- ☐ CORPORATION
- ☐ LTD PARTNERSHIP
- ☐ ORGANIZATION
- ☐ OTHER

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE
- ☐ ON-PREMISE ONLY (BAR)
- ☐ OFF-PREMISE ONLY (PACKAGE STORE)
- ☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)
- ☒ RESTAURANT LIQUOR LICENSE
- ☐ RESORT LIQUOR LICENSE
- ☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
- ☐ VETERANS CLUB
- ☐ FRATERNAL CLUB
- ☐ GOLF CLUB
- ☐ SOCIAL CLUB

- ☐ MICROBREWERY
- ☐ WINERY
- ☐ DISTILLERY SATELLITE
- ☐ WINERY SATELLITE
- ☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS
- ☐ CONVENTION FACILITY
- ☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
- ☐ GOLF CLUB
- ☐ GUEST RANCH
- ☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

- ☒ FULL TIME (e.g. Jan through Dec)
- ☐ SEASONAL/PART-TIME
- ☐ NON-OPERATIONAL/PARKED

(specify months of operation) from JAN to Dec

DAYS OF WEEK (e.g. Mon through Sat) from Mon to Sat

HOURS OF OPERATION (e.g. 10a - 2a) from 11 to 11

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)
   - (a) **OWN** the licensed building? ☐ YES (own)
   - (b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☒ YES (lease)
   - (c) **LEASE** is current and on file with the licensing authority & Liquor Division.

     If the lease is not current, please submit a copy pf the lease and indicate:

     (i) When the lease expires, located on page_____ paragraph_____ of lease.

     (ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page_____ paragraph_____ of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)
(Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $ 128,763 (14.5 %)
(Line 2) Food Sales: $ 755,035 (85.4 %)
(Line 3) Gross Sales: $ 883,798 (100.00 %)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☑ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesale malt beverage license with the Liquor Division)

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer**, **and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Robert J Hurd	[redacted]	[redacted]	[redacted]	1	50	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) SS.
COUNTY OF Teton)

Signed and sworn to before me on this 16 day of December 2021 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)		Robert J Hurd	President
2)			
3)			
4)			

MARY A HURST
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 166083
MY COMMISSION EXPIRES: 10/06/2027

(SEAL)

Witness my hand and official seal: Mary A Hurst
Signature of Notary Public

My commission expires: 10/06/2027

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: Robert (First Name) Joseph (Full Middle Name) Ford (Last Name)

Date of Birth: [redacted] Driver License: [redacted] (State / Number)

Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 10th day of January, 2022

(SEAL)

MARY A HURST
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 166083
MY COMMISSION EXPIRES: 10/06/2027

Mary A Hurst
Notary Public or officer authorized to administer oaths

Issued by:

WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES
2219 CAREY AVE
CHEYENNE, WY 82002

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 10917

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Issued to:

PIZZERIA CALDERA
20 W BROADWAY
JACKSON, WY 83001

JH PIZZERIA LLC
ROBERT (JOE) HURD
PO BOX 2771
JACKSON, WY 83001

EXPIRATION DATE: 5/2/2022

Director of Dept. of Ag

THIS LICENSE MUST BE CURRENT AND POSTED CONSPICUOUSLY AT THE PHYSICAL LOCATION

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION
Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information


Please note that this form CANNOT be submitted in place of your Annual Report.

Name	JHPizzeria LLC
Filing ID	2021-000983033
Type	Limited Liability Company
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Wyoming	Filing Date	02/23/2021 8:50 AM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Principal Address

20 W. Broadway
Jackson, WY 83001

Mailing Address

20 W. Broadway
Jackson, WY 83001

Registered Agent Address

Robert J Hurd
295 Nelson Dr
PO Box 1386
Robert J Hurd
Jackson, WY 83001

Parties

Type	Name / Organization / Address
Organizer	Nathan Brandenburg 775 Prairie Center Drive, Suite 400, Eden Prairie, MN 55344

Notes

Date	Recorded By	Note

Annual Report History

Num	Status	Date	Year	Tax

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: 305

License Fees

Annual Fee: $ 3000.00

Prorated Fee: $ _____

Transfer Fee: $ _____

Publishing Fee: $ 102.00

Publishing Fee Direct Billed to Applicant: ☐

Date filed with clerk: 1/3/22

Advertising Dates: (2 Weeks) 2/2/22 & 2/9/22

Hearing Date: 2/22/22

License Term: 4 / 1 / 22 (Month / Day / Year) Through 3 / 31 / 23 (Month / Day / Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: Johnson Resort Properties

Trade/Business Name (dba): Rustic Inn

Building to be licensed/Building Address: 425 N. Cache (Number & Street)

Jackson (City) WY (State) 83001 (Zip) Teton (County)

Local Mailing Address: PO Box 14250 (Number & Street or P.O. Box)

Jackson (City) WY (State) 83002 (Zip)

Local Business Telephone Number: (307) 739-8799 Fax Number: (307) 739-8870

Business E-Mail Address: Karyn@resortjh.com

FILING IN (CHOOSE ONLY ONE)

☒ CITY OF: Jackson

☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☐ LLC
☒ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY (BAR)
☐ OFF-PREMISE ONLY (PACKAGE STORE)
☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE
☒ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☒ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☒ FULL TIME (e.g. Jan through Dec)
☐ SEASONAL/PART-TIME
☐ NON-OPERATIONAL/PARKED

(specify months of operation) Closed November and April — from _____ to _____

DAYS OF WEEK (e.g. Mon through Sat) from _____ to _____

HOURS OF OPERATION (e.g. 10a - 2a) from _____ to _____

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)

(a) **OWN** the licensed building? ☒ YES (own)

(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☐ YES (lease)

(c) **LEASE** is current and on file with the licensing authority & Liquor Division.

If the lease is not current, please submit a copy pf the lease and indicate:

(i) When the lease expires, located on page_____paragraph_____of lease.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page_____ paragraph_____of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)
(Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $_____(_____%)
(Line 2) Food Sales: $_____(_____%)
(Line 3) Gross Sales: $_____(_____%)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☐ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesale malt beverage license with the Liquor Division)

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer, and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Jerry O. Johnson	[redacted]	[redacted]	[redacted]	34	100%	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING WY)
) *SS.*
COUNTY OF Teton)

Signed and sworn to before me on this 15th day of December, 2021 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	_____	Jerry Johnson	President
2)	_____	_____	_____
3)	_____	_____	_____
4)	_____	_____	_____

Witness my hand and official seal: _____
Signature of Notary Public

(SEAL) My commission expires: 12/23/24

AMY JENKINS – NOTARY PUBLIC
COUNTY OF TETON STATE OF WYOMING
MY COMMISSION EXPIRES DECEMBER 23, 2024

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: Jemy (First Name) Odean (Full Middle Name) Johnson (Last Name)

Date of Birth: [redacted] Driver License: [redacted] (State / Number)

Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 15 day of December, 2021.

(SEAL)

AMY JENKINS – NOTARY PUBLIC
COUNTY OF TETON
STATE OF WYOMING
MY COMMISSION EXPIRES DECEMBER 23, 2024

Notary Public or officer authorized to administer oaths

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION
Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information

Please note that this form CANNOT be submitted in place of your Annual Report.

Name	Johnson Resort Properties
Filing ID	1987-000244287
Type	Profit Corporation
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Wyoming	Filing Date	09/21/1987 12:00 AM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Share Information

Common Shares	50,000	Preferred Shares		Additional Stock	Y
Par Value	0.0000	Par Value	0.0000		

Principal Address

199 E PEARL SUITE 103
Jackson, WY 83001

Mailing Address

PO BOX 14250
Jackson, WY 83002

Registered Agent Address

FRONTIER REGISTERED AGENCY SERVICES LLC
2120 Carey Ave
Cheyenne, WY 82001

Parties

Type	Name / Organization / Address
Director	Jerry O Johnson

Notes

Date	Recorded By	Note

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: 295

License Fees

Annual Fee: $ 1514.00

Prorated Fee: $ _____

Transfer Fee: $ _____

Publishing Fee: $ 100.00

Date filed with clerk: 1 / 3 / 2022

Advertising Dates: (2 Weeks) 2/2/22 & 2/9/22

Hearing Date: ___ / ___ / ___

Publishing Fee Direct Billed to Applicant: ☐

License Term: 4 / 1 / 22 (Month / Day / Year) Through 3 / 31 / 23 (Month / Day / Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: Kampai Holdings LLC

Trade/Business Name (dba): Kampai

Building to be licensed/Building Address: 175 Center St.
Number & Street

Jackson (City) WY (State) 83001 (Zip) Teton (County)

Local Mailing Address: PO Box 12136
Number & Street or P.O. Box

Jackson (City) WY (State) 83002 (Zip)

Local Business Telephone Number: (307) 201-5329 Fax Number: ( )

Business E-Mail Address: ncross@kampihds.com

FILING IN (CHOOSE ONLY ONE)

☒ CITY OF: Jackson

☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☒ LLC
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY (BAR)
☐ OFF-PREMISE ONLY (PACKAGE STORE)
☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☒ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY

☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☒ FULL TIME (e.g. Jan through Dec)
☐ SEASONAL/PART-TIME
☐ NON-OPERATIONAL/PARKED

(specify months of operation) from _____ to _____

DAYS OF WEEK (e.g. Mon through Sat) from TUE to Sat

HOURS OF OPERATION (e.g. 10a - 2a) from 5 to 10

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)

(a) **OWN** the licensed building? ☒ YES (own)

(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☒ YES (lease)

(c) **LEASE** is current and on file with the licensing authority & Liquor Division.

If the lease is not current, please submit a copy pf the lease and indicate:

(i) When the lease expires, located on page_____paragraph_____of lease.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page_____ paragraph_____of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)
(Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $ N/A (N/A %)
(Line 2) Food Sales: $ N/A (N/A %)
(Line 3) Gross Sales: $ N/A (N/A %)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☐ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesale malt beverage license with the Liquor Division)

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer**, **and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
DMITRY BALYASNY	[redacted]	[redacted]	[redacted]	1 YR 4 MO	100%	YES ☐ NO ☒	YES ☐ NO ☒
DANIEL SANSIGHAN				0	0%	YES ☐ NO ☒	YES ☐ NO ☒
TAYLOR CEDARHOLM				0	0%	YES ☐ NO ☒	YES ☐ NO ☒

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above statements are true and accurate.

STATE OF WYOMING)
) SS.
COUNTY OF Teton *)*

JENNY JULIAN – NOTARY PUBLIC
COUNTY OF LINCOLN STATE OF WYOMING
MY COMMISSION EXPIRES APRIL 27, 2025

Signed and sworn to before me on this 30th day of November, 2021 that the facts alleged in the foregoing instrument are true by the following:

1)	(Signature)	Dmitry Balyasny (Printed Name)	Title
2)	(Signature)	(Printed Name)	Title
3)	(Signature)	(Printed Name)	Title
4)	(Signature)	(Printed Name)	Title

Witness my hand and official seal:

Jenny Julian
Signature of Notary Public

(SEAL)

My commission expires: April 27th 2025

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: Dmitry (First Name) _____ (Full Middle Name) Balyasny (Last Name)

Date of Birth: [redacted] Driver License: [redacted]
State / Number

_____
Applicant Signature

State of Wyoming)
)ss
County of Teton)

JENNY JULIAN – NOTARY PUBLIC
COUNTY OF LINCOLN STATE OF WYOMING
MY COMMISSION EXPIRES APRIL 27, 2025

Subscribed and sworn to before me this 30th day of November, 2021.

(SEAL)

_____
Notary Public or officer authorized to administer oaths

November 23, 2021

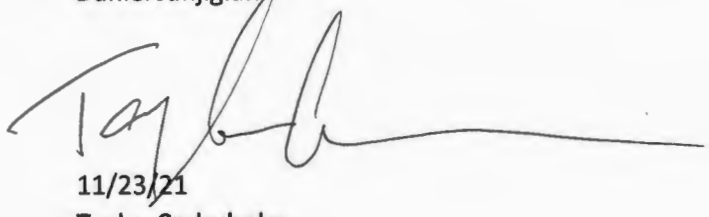
Addendum to Liquor License Application
RE: Corporate Officers

Daniel Janjigian and Taylor Cedarholm are not members of the LLC. They are listed under the advise of the Jackson Town Clerk in order to be responsible parties in the event of infractions of statues regarding the Liquor License.

Signed



11/23/21
Daniel Janjigian



11/23/21
Taylor Cedarholm

APPLICATION FOR FOOD LICENSE

FOOD LICENSE: $200.00 Initial Fee; $100.00 Annual Renewal Fee.
(Licenses shall expire one year after date of issuance)

Cheyenne Office Use Only

LICENSE ACCOUNT NUMBER	ACTIVATION DATE	CHECK NO/CASH

LICENSE APPLICATION INFORMATION (to be completed by applicant)

Type of Application:
☑ New ☐ Change of Location ☐ Change of Owner

If change of owner or location, previous establishment name/location:

- Establishment Information -

Trade/Business Name (dba): KAMPAI
Applicant Name: KAMPAI HOLDINGS, LLC
Physical Address: 175 CENTER ST
Will a Liquor License Be Applied For? ☑ Yes ☐ No
City: JACKSON **State:** WY **Zip:** 83002
Mailing Address: PO BOX [redacted] 12126
City: JACKSON **State:** WY **Zip:** 83002
Business Phone Number: 307-201-5321 **Person in Charge on Site Phone:** DAN JANJIGIAN
Email: DAN@KAMPAISUSHI.COM **Fax:**

- Owner Information -

Name of Owner : DMITRY DAGHYAGHY
Name of Company (if applicable): KAMPAI HOLDINGS LLC
Parent Company (if applicable) :
Address: PO BOX 12126
City: JACKSON **State:** WY **Zip:** 83002
Owner Phone Number: 307-200-7122

Form of Organization:
☐ Individual ☐ Co-Op ☐ Corporation
☐ Partnership ☒ LLC ☐ Non-Profit
☐ Other Entity

INDICATE WHERE TO MAIL RENEWAL FORMS 1 (1=ESTABLISHMENT; 2=OWNER)

Type of Establishment (please check applicable box)

☑ Food Service ☐ Grocery ☐ Convenience ☐ Meat Plant ☐ Distributor ☐ Warehouse ☐ Dietary Supplement Processor ☐ Institution
☐ Guest Ranch ☐ Dairy ☐ Bulk Water ☐ Bar ☐ Mobile ☐ Mobile/Commissary Dependent ☐ Retail Processor
☐ Retail Pre-Packaged ☐ Retail Pre-Packaged License Only ☐ School ☐ Hotel ☐ Bed and Breakfast ☐ Seasonal Facility
☐ Manufactured Food Processor; Type of Food:

I ATTEST TO THE ACCURACY AND INFORMATION PROVIDED IN THIS APPLICATION. I AGREE TO COMPLY WITH ALL APPLICABLE WYOMING LAWS AND REGULATIONS AND I UNDERSTAND THAT EACH SECTION OF THE LAWS AND REGULATIONS IS SEPARATELY AND COLLECTIVELY ENFORCEABLE. I AGREE TO ALLOW THE REGULATORY AUTHORITY ACCESS TO MY ESTABLISHMENT. LATE RENEWAL PAYMENTS WILL RESULT IN DEACTIVATION.

SIGNATURE OF APPLICANT	DATE	APPROVING OFFICIAL	COUNTY
	12/3/21		Teton

Make Checks Payable to:
WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES SECTION
2219 CAREY AVE. TCHD
CHEYENNE, WY 82002
(307) 777-7211
State Relay Service at 7-1-1 or 1 800 877-9965

Instructions: A plan review must be submitted before this application can be considered, unless this is a change of ownership. Submit this application to your inspector of the WY Department of Agriculture or local County Health Dept. Complete all sections. If a section is not applicable enter "N/A". If additional space is needed for any item, attach additional sheet.

This application shall serve as receipt of payment.

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Revised 7/21

White copy to Cheyenne----Yellow copy inspector----Pink copy establishment

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION
Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information

Please note that this form CANNOT be submitted in place of your Annual Report.

Name	Kampai Holdings LLC
Filing ID	2020-000948808
Type	Limited Liability Company
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Delaware	Filing Date	10/01/2020 3:48 PM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Principal Address

4020 W. Lake Creek Drive, 1st Floor
Wilson, WY 83014

Mailing Address

PO Box 1001
Wilson, WY 83014

Registered Agent Address

Corporation Service Company
1821 Logan Ave
Cheyenne, WY 82001

Parties

Type	Name / Organization / Address

Notes

Date	Recorded By	Note

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: 287

License Fees

Annual Fee: $ 1914.00

Prorated Fee: $ _____

Transfer Fee: $ _____

Publishing Fee: $ 100.00

Publishing Fee Direct Billed to Applicant: ☐

Date filed with clerk: 1/3/2022

Advertising Dates: (2 Weeks) 2/2/22 & 2/9/22

Hearing Date: 2/22/22

License Term: 4 / 1 / 22 (Month / Day / Year) Through 3 / 31 / 23 (Month / Day / Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: Kims Corner LLC

Trade/Business Name (dba): Bapp

Building to be licensed/Building Address: 340 W Broadway (Number & Street)

Jackson (City) WY (State) 83001 (Zip) Teton (County)

Local Mailing Address: Po Box 8333 (Number & Street or P.O. Box)

Jackson (City) WY (State) 83002 (Zip)

Local Business Telephone Number: (307) 201-1818 Fax Number: (_____) _____

Business E-Mail Address: hnkim22@yahoo.com

FILING IN (CHOOSE ONLY ONE)

☐ CITY OF: _____

☑ COUNTY OF: Teton

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☑ LLC
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY (BAR)
☐ OFF-PREMISE ONLY (PACKAGE STORE)
☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☑ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☐ FULL TIME (e.g. Jan through Dec)
☑ SEASONAL/PART-TIME
☐ NON-OPERATIONAL/PARKED

(specify months of operation) from May — October

DAYS OF WEEK (e.g. Mon through Sat) from Sun to Friday

HOURS OF OPERATION (e.g. 10a - 2a) from 11am to 9pm

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)

(a) **OWN** the licensed building? ☐ YES (own)

(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☑ YES (lease)

(c) **LEASE** is current and on file with the licensing authority & Liquor Division.

If the lease is not current, please submit a copy pf the lease and indicate:

(i) When the lease expires, located on page_____paragraph_____of lease.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page_____ paragraph_____of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)
(Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $ 3520.00 (1 %)
(Line 2) Food Sales: $ 449,069.49 (99 %)
(Line 3) Gross Sales: $ 452,589.49 (100 %)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☑ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesale malt beverage license with the Liquor Division)

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer**, **and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Hyunnam Deegman	[redacted]	[redacted] 83001	[redacted]	3	100	YES ☐ NO ☑	YES ☐ NO ☑
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) ***SS.***
COUNTY OF Teton)

Signed and sworn to before me on this 17 day of December, 2021 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)		Hyunnam Deegman	Owner
2)			
3)			
4)			

SANDRA P. BIRDYSHAW NOTARY PUBLIC
COUNTY OF LINCOLN STATE OF WYOMING
MY COMMISSION EXPIRES: 1-10-2022

Witness my hand and official seal:

Sandra P. Birdyshaw
Signature of Notary Public

(SEAL)

My commission expires: 1-10-2022

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: Hyunnam (First Name) _____ (Full Middle Name) Degman (Last Name)

Date of Birth: [redacted] Driver License: [redacted] (State / Number)

Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 17 day of December, 2021.

(SEAL)

SANDRA P. BIRDYSHAW NOTARY PUBLIC
COUNTY OF LINCOLN STATE OF WYOMING
MY COMMISSION EXPIRES 1-10-2022

Sandra P Birdyshaw
Notary Public or officer authorized to administer oaths

Issued by:

WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES
2219 CAREY AVE
CHEYENNE, WY 82002

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 9146

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Issued to:

BAPP
340 W BROADWAY
JACKSON, WY 83001

KIM'S CORNER LLC DBA BAPP
HYUNNAM DEGMAN
PO BOX 8333
JACKSON, WY 83002

EXPIRATION DATE: 1/21/2022

Director of Dept. of Ag

THIS LICENSE MUST BE CURRENT AND POSTED CONSPICUOUSLY AT THE PHYSICAL LOCATION

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION
Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information


Please note that this form CANNOT be submitted in place of your Annual Report.

Name	Kim's Corner LLC
Filing ID	2018-000822840
Type	Limited Liability Company
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Wyoming	Filing Date	10/02/2018 11:42 AM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Principal Address

340 W. Broadway
po box 8333
Jackson, Wyoming 83001

Mailing Address

Po Box 8333
Jackson, Wy 83002

Registered Agent Address

Hyunnam Degman
255 i Blair Dr
Jackson, WY 83001

Parties

Type	Name / Organization / Address
Organizer	Hyunnam Degman 255 i Blair Dr. Jackson, Wy 83002-8333

Notes

Date	Recorded By	Note

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: 270

License Fees

Annual Fee: $ 1914.00

Prorated Fee: $ _____

Transfer Fee: $ _____

Publishing Fee: $ 100.00

Date filed with clerk: 1/3/22

Advertising Dates: (2 Weeks) 2/2/22 & 2/9/22

Hearing Date: 2/22/22

Publishing Fee Direct Billed to Applicant: ☐

License Term: 4 (Month) / 1 (Day) / 22 (Year) Through 3 (Month) / 31 (Day) / 23 (Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: King Sushi Company LLC

Trade/Business Name (dba): King Street Sushi

Building to be licensed/Building Address: 75 King Street (Number & Street)

Jackson (City) WY (State) 83001 (Zip) Teton (County)

Local Mailing Address: PO Box 2441 (Number & Street or P.O. Box)

Jackson (City) WY (State) 83001 (Zip)

Local Business Telephone Number: (307) 264-1630 Fax Number: ( )

Business E-Mail Address: sushi.kingpin@yahoo.com

FILING IN (CHOOSE ONLY ONE)

☐ CITY OF: Jackson

☐ COUNTY OF: Teton

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☑ LLC
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY (BAR)
☐ OFF-PREMISE ONLY (PACKAGE STORE)
☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☑ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY

☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☐ FULL TIME (e.g. Jan through Dec) (specify months of operation) from _____ to _____
☐ SEASONAL/PART-TIME DAYS OF WEEK (e.g. Mon through Sat) from _____ to _____
☐ NON-OPERATIONAL/PARKED HOURS OF OPERATION (e.g. 10a - 2a) from _____ to _____

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)

(a) **OWN** the licensed building? ☐ YES (own)

(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☑ YES (lease)

(c) **LEASE** is current and on file with the licensing authority & Liquor Division.

If the lease is not current, please submit a copy pf the lease and indicate:

(i) When the lease expires, located on page_____paragraph_____of lease.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page_____ paragraph_____of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)
(Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $193206 (14 %)
(Line 2) Food Sales: $1237591 (86 %)
(Line 3) Gross Sales: $1430797 (100 %)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☐ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesale malt beverage license with the Liquor Division)

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer**, **and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Jason King	[redacted]	[redacted]	[redacted]	7	50	YES ☐ NO ☒	YES ☐ NO ☒
Kaylan Fullerton	[redacted]	[redacted]	[redacted]	7	50	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) SS.
COUNTY OF Teton)

Signed and sworn to before me on this 6th day of December, 2021 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)		Jason King	Owner
2)		Kaylan Fullerton	owner
3)			
4)			

LYNN GRIMES
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 148072
MY COMMISSION EXPIRES: 10/11/2027

(SEAL)

Witness my hand and official seal:

Signature of Notary Public

My commission expires: 10/11/2027

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: Kaylan (First Name) Virginia (Full Middle Name) Fullerton (Last Name)

Date of Birth: [redacted] Driver License: [redacted] (State / Number)

Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 6th day of January, 2022.

(SEAL)

LYNN GRIMES
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 148072
MY COMMISSION EXPIRES: 10/11/2027

Notary Public or officer authorized to administer oaths

Rev 10/2020

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: Jason (First Name) Edward (Full Middle Name) King (Last Name)

Date of Birth: [redacted] Driver License: [redacted] (State / Number)

Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 6th day of December, 2021.

(SEAL)

LYNN GRIMES
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 148072
MY COMMISSION EXPIRES: 10/11/2027

Notary Public or officer authorized to administer oaths

Issued by:

WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES
2219 CAREY AVE
CHEYENNE, WY 82002

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 2364

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Issued to:

KING SUSHI
75 S KING ST
JACKSON, WY 83001

KING SUSHI CO LLC
KING SUSHI CO LLC
PO BOX 2441
JACKSON, WY 83001

EXPIRATION DATE:
9/17/2022

Director of Dept. of Ag

THIS LICENSE MUST BE CURRENT AND POSTED CONSPICUOUSLY AT THE PHYSICAL LOCATION

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION
Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information


Please note that this form CANNOT be submitted in place of your Annual Report.

Name	King Sushi Company LLC
Filing ID	2014-000660516
Type	Limited Liability Company
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Wyoming	Filing Date	03/07/2014 10:04 AM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Principal Address

75 King St
Jackson, WY 83001

Mailing Address

PO Box 2441
Jackson, WY 83001

Registered Agent Address

Jason King
574 E Hall Ave
PO Box 2441
Jackson, WY 83001

Parties

Type	Name / Organization / Address
Organizer	Jason King

Notes

Date	Recorded By	Note

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: 245

License Fees

Annual Fee: $ 1914.00

Prorated Fee: $ _____

Transfer Fee: $ _____

Publishing Fee: $ 100.00

Date filed with clerk: 1 / 3 / 2022

Advertising Dates: (2 Weeks) 2/2/22 & 2/9/22

Hearing Date: 2 / 22 / 22

Publishing Fee Direct Billed to Applicant: ☐

License Term: 4 (Month) / 1 (Day) / 22 (Year) Through 3 (Month) / 31 (Day) / 23 (Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: The Kitchen LLC

Trade/Business Name (dba): The Kitchen

Building to be licensed/Building Address: 155 N. Glenwood (Number & Street)

Jackson (City) WY (State) 83001 (Zip) Teton (County)

Local Mailing Address: PO Box 6885 (Number & Street or P.O. Box)

Jackson (City) WY (State) 83002 (Zip)

Local Business Telephone Number: (307) 734-1633 Fax Number: (307) 734-9ide3

Business E-Mail Address: britta@jhfinedining.com

FILING IN (CHOOSE ONLY ONE)

☒ CITY OF: JACKSON

☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☒ LLC
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY (BAR)
☐ OFF-PREMISE ONLY (PACKAGE STORE)
☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☒ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☒ FULL TIME (e.g. Jan through Dec)	(specify months of operation)	from JANUARY to DECEMBER
☐ SEASONAL/PART-TIME	DAYS OF WEEK (e.g. Mon through Sat)	from MONDAY to SUNDAY
☐ NON-OPERATIONAL/PARKED	HOURS OF OPERATION (e.g. 10a - 2a)	from 5pm to 11pm

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)

(a) **OWN** the licensed building? ☐ YES (own)

(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☒ YES (lease)

(c) **LEASE** is current and on file with the licensing authority & Liquor Division.

If the lease is not current, please submit a copy of the lease and indicate:

(i) When the lease expires, located on page 1 paragraph 5 of lease. amendment

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page 3 paragraph 6 of ease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

original lease

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)
(Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $ 475015.00 (26 %)
(Line 2) Food Sales: $ 1318318.00 (74 %)
(Line 3) Gross Sales: $ 1,793,333 (100 %)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☐ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesale malt beverage license with the Liquor Division)

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer**, **and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST*	Residence Phone	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Fine Dining Restaurant Group, LLC	N/A	[redacted]		2011	100	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) SS.
COUNTY OF Teton *)*

Signed and sworn to before me on this 8 day of December, 20 21 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	[signature]	Gavin Fine	owner
2)			
3)			
4)			

NATALIE B HAYES - NOTARY PUBLIC
COUNTY OF TETON STATE OF WYOMING
MY COMMISSION EXPIRES 3/23/2025

(SEAL)

Witness my hand and official seal:

Natalie B. Hayes
Signature of Notary Public

My commission expires: 3/23/2025

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: GAVIN (First Name) DAVID (Full Middle Name) FINE (Last Name)

Date of Birth: [redacted] Driver License: [redacted] (State / Number)

[signature] (Applicant Signature)

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 8 day of December, 2021.

(SEAL)

Natalie B. Hayes
Notary Public or officer authorized to administer oaths

Issued by:

WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES
2219 CAREY AVE
CHEYENNE, WY 82002

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 1613

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Issued to:

THE KITCHEN
155 N GLENWOOD
JACKSON, WY 83001

THE KITCHEN LLC
THE KITCHEN LLC
PO BOX 6885
JACKSON, WY 83002

EXPIRATION DATE: 3/22/2022

Director of Dept. of Ag

THIS LICENSE MUST BE CURRENT AND POSTED CONSPICUOUSLY AT THE PHYSICAL LOCATION

SECOND AMENDMENT TO COMMERCIAL LEASE AGREEMENT BETWEEN STAGE STOP, INC. AND THE KITCHEN, LLC

This *Second Amendment to Commercial Lease Agreement* ("*2nd Amendment*") to the *Commercial Lease Agreement* (the "*Agreement*") is made and entered into effective the date last executed below, by and between Stage Stop, Inc., a Wyoming corporation ("Landlord"), and The Kitchen, LLC, a Wyoming limited liability company ("Tenant").

Recitals:

WHEREAS, Landlord, who was assigned the *Agreement* in 2018, and Tenant entered into an *Agreement* on January 1, 2017 wherein Tenant agreed to lease from Landlord and Landlord agreed to lease to Tenant the certain real property with a legal description of Lot 7, Block 6 of the Original Townsite of Jackson, according to Plat 100 recorded July 18, 1901 in the Teton County, Wyoming Clerk's Office, with a street address of 155 N. Glenwood, Jackson, Teton County, Wyoming, including all improvements and certain personal property located on such real property, including a restaurant building, which is more particularly described in the *Agreement*;

WHEREAS, Landlord and Tenant desire to amend the *Agreement* for the purpose of extending the term of the *Agreement*. The recitals set forth above are true and correct and incorporated herein.

Agreement:

NOW THEREFORE, for good and valuable consideration, including the covenants and promises made herein, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

1. **Extension of Term.** Effective January 1, 2022, the term of the *Agreement* shall be renewed for five (5) years, and Tenant's obligations to pay rent thereunder shall commence **January 1, 2022**, and the renewal of the *Agreement* shall end on **December 31, 2026**.

2. **Affirmation of Remaining Terms and Conditions.** The remaining terms and conditions of the *Agreement* shall continue in full force and effect until modified or voided by the parties thereto. In the event of any conflict between any provisions in the *Agreement* or its attachments and any provision in this *2nd Amendment*, the provisions of this *2nd Amendment* shall be controlling.

3. **Counterpart Execution.** This *2nd Amendment* may be executed in multiple counterparts, each of which shall be an original, but all of which shall be deemed to be one and the same instrument. A faxed or emailed counterpart hereof,

signed by one party, may be signed by the other party and shall have the same force and effect as an original counterpart signed by both parties.

IN WITNESS WHEREOF, the parties have executed this *2nd Amendment* to be effective on the year and date last written below.

LANDLORD:
STAGE STOP, ~~INC.~~

~~Sadek Darwiche, President~~

Date: 02/5/21

TENANT:
THE KITCHEN, LLC

Gavin Fine, Manager

Date: 2/5/2021

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION
Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information

Please note that this form CANNOT be submitted in place of your Annual Report.

Name	The Kitchen, LLC
Filing ID	2006-000523360
Type	Limited Liability Company
Status	Active

General Information

Old Name	Blu Kitchen, LLC	Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type	Close	Standing - Other	Good
Formed in	Wyoming	Filing Date	10/11/2006 12:00 AM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Principal Address

155 N Glenwood St
Jackson, WY 83001

Mailing Address

PO Box 6885
Jackson, WY 83002

Registered Agent Address

Gavin Fine
260 W Broadway
Jackson, WY 83001

Parties

Type	Name / Organization / Address

Notes

Date	Recorded By	Note

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: 267

License Fees

Annual Fee: $ 1514.00

Prorated Fee: $ _____

Transfer Fee: $ _____

Publishing Fee: $ 100.00

Date filed with clerk: 1 / 3 / 2022

Advertising Dates: (2 Weeks)
2/2/22 & 2/9/22

Hearing Date: 2 / 22 / 22

Publishing Fee Direct Billed to Applicant: ☐

License Term: 4 (Month) / 1 (Day) / 22 (Year) Through 3 (Month) / 31 (Day) / 23 (Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: LBJH LLC

Trade/Business Name (dba): Liberty Burger

Building to be licensed/Building Address: 100 N Cache - North
Number & Street

Jackson (City) WY (State) 83001 (Zip) Teton (County)

Local Mailing Address: 6549 N Vista Lane
Number & Street or P.O. Box

Jackson (City) WY (State) 83001 (Zip)

Local Business Telephone Number: (307) 200-6071 Fax Number: (307) 733-7534

Business E-Mail Address: jdrice@bresnan.net DENISE@BCRG.CO

FILING IN (CHOOSE ONLY ONE)

☐ CITY OF: _____

☒ COUNTY OF: TETON

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☒ LLC
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY (BAR)
☐ OFF-PREMISE ONLY (PACKAGE STORE)
☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☒ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY

☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☒ FULL TIME (e.g. Jan through Dec) (specify months of operation) from JAN to DEC

☐ SEASONAL/PART-TIME DAYS OF WEEK (e.g. Mon through Sat) from MON to SUN

☐ NON-OPERATIONAL/PARKED HOURS OF OPERATION (e.g. 10a - 2a) from 11:30 to 9:00 pm

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)

(a) **OWN** the licensed building? ☐ YES (own)

(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☒ YES (lease)

(c) **LEASE** is current and on file with the licensing authority & Liquor Division.

If the lease is not current, please submit a copy pf the lease and indicate:

(i) When the lease expires, located on page_____paragraph_____of lease.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page_____ paragraph_____of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)
(Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $162,199. (9 %)
(Line 2) Food Sales: $1,733,686 (91 %)
(Line 3) Gross Sales: $1,856,885 (100 %)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☒ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesale malt beverage license with the Liquor Division)

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer, and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
JOSEPH M. RICE JR	[redacted]	[redacted]	[redacted]	7.5	51%	YES ☐ NO ☒	YES ☐ NO ☒
SEE ATTACHED						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) ***SS.***
COUNTY OF Teton)

Signed and sworn to before me on this 14th day of December, 2021 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	[signature]	JOSEPH M. RICE JR.	OWNER
2)			
3)			
4)			

Witness my hand and official seal:

[signature]
Signature of Notary Public

(SEAL) David J. Peters - Notary Public — COUNTY OF TETON — STATE OF WYOMING — MY COMMISSION EXPIRES JUNE 6, 2024

My commission expires: 6.06.24

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: JOSEPH (First Name) MATTHEW (Full Middle Name) RICE JR. (Last Name)

Date of Birth: [redacted] Driver License: [redacted]

Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 14th day of December, 2021.

(SEAL)

David J. Peters - Notary Public
COUNTY OF TETON
STATE OF WYOMING
MY COMMISSION EXPIRES JUNE 6, 2024

Notary Public or officer authorized to administer oaths

LIBERTY BURGER, LLC PARTNER INFORMATION

NAME	DOB	ADDRESS	PHONE NUMBER	# YEARS LLC	% STOCK	CONVICTED FELONY	CONVICTED LIQ VIOLATION
Tyler Davis and	[redacted]		[redacted]	5.5		no	no
Nicole Davis (H&W)	[redacted]		[redacted]	5.5	7.28	no	no
Allen Tessler	[redacted]		[redacted]	7.5	23.58	no	no
Steve Town	[redacted]		[redacted]	7.5	18.14	no	no

Issued by

WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES
2219 CAREY AVE
CHEYENNE, WY 82002

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 2191

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Issued to:

LIBERTY BURGER
160 N CACHE
JACKSON, WY 83001

LBJH LLC
LBJH LLC
6545 N VISTA LN
JACKSON, WY 83001

EXPIRATION DATE: 5/24/2022

Director of Dept. of Ag

THIS LICENSE MUST BE CURRENT
AND POSTED CONSPICUOUSLY
AT THE PHYSICAL LOCATION

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION
Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information

Please note that this form CANNOT be submitted in place of your Annual Report.

Name	LBJH LLC
Filing ID	2013-000656163
Type	Limited Liability Company
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Wyoming	Filing Date	12/27/2013 8:05 AM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Principal Address

6545 N Vista Lane
Jackson, WY 83001

Mailing Address

6545 N Vista Lane
Jackson, WY 83001

Registered Agent Address

Joseph M Rice
6545 N Vista Ln
Jackson, WY 83001

Parties

Type	Name / Organization / Address
Organizer	Joseph M Rice

Notes

Date	Recorded By	Note

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: 106

License Fees

Annual Fee: $ 1900.00

Prorated Fee: $ _____

Transfer Fee: $ _____

Publishing Fee: $ 100.00

Date filed with clerk: 1 / 3 / 2022

Advertising Dates: (2 Weeks) 2/2/22 & 2/9/22

Hearing Date: 2 / 22 / 22

Publishing Fee Direct Billed to Applicant: ☐

License Term: 4 (Month) / 1 (Day) / 22 (Year) Through 3 (Month) / 31 (Day) / 23 (Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: Liquor Store of Jackson Hole Inc

Trade/Business Name (dba): The Liquor Store

Building to be licensed/Building Address: 115 Buffalo Way (Number & Street)

Jackson (City) WY (State) 83002 (Zip) Teton (County)

Local Mailing Address: PO Box 8219 (Number & Street or P.O. Box)

Jackson (City) WY (State) 83002 (Zip)

Local Business Telephone Number: (307) 733-44666 Fax Number: (307) 732-1825

Business E-Mail Address: Stephan@wineliquorbeer.com

FILING IN (CHOOSE ONLY ONE)

☑ CITY OF: Jackson

☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☐ LLC
☑ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY (BAR)
☐ OFF-PREMISE ONLY (PACKAGE STORE)
☒ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY

☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☒ FULL TIME (e.g. Jan through Dec) (specify months of operation) from January to December

☐ SEASONAL/PART-TIME DAYS OF WEEK (e.g. Mon through Sat) from Monday to Sunday

☐ NON-OPERATIONAL/PARKED HOURS OF OPERATION (e.g. 10a - 2a) from 8am to Midnight

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)

(a) **OWN** the licensed building? ☐ YES (own)

(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☒ YES (lease)

(c) **LEASE** is current and on file with the licensing authority & Liquor Division. Lease is on file

If the lease is not current, please submit a copy pf the lease and indicate:

(i) When the lease expires, located on page_____paragraph_____of lease.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page_____ paragraph_____of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)
(Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $_____(_____%)
(Line 2) Food Sales: $_____(_____%)
(Line 3) Gross Sales: $_____(_____%)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☐ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesale malt beverage license with the Liquor Division)

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer**, **and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
A. Rodgers Everett	[redacted]	[redacted]	[redacted]	21	72.245	YES ☐ NO ☒	YES ☐ NO ☒
Stephan Clarke Abrams	[redacted]	[redacted]	[redacted]	14	27.755	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) ***SS.***
COUNTY OF Teton)

Signed and sworn to before me on this 29th day of November, 2021 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	_____	Stephan Abrams	Treasurer
2)	_____	_____	_____
3)	_____	A. Rodgers Everett	President
4)	_____	_____	_____

KATHERINE FLOM – NOTARY PUBLIC
COUNTY OF TETON STATE OF WYOMING
MY COMMISSION EXPIRES AUGUST 03, 2024
(SEAL)

Witness my hand and official seal: _____
Signature of Notary Public

My commission expires: 08/03/24

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: Austin (First Name) Rodgers (Full Middle Name) Everett (Last Name)

Date of Birth: [redacted] Driver License [redacted] (State / Number)

Austin Rodgers Everett
Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 29th day of November, 2021.

(SEAL)

KATHERINE FLOM – NOTARY PUBLIC
COUNTY OF TETON
STATE OF WYOMING
MY COMMISSION EXPIRES AUGUST 03, 2024

Katherine Flom
Notary Public or officer authorized to administer oaths

Rev 10/2020

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

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PLEASE PRINT:

Legal Name: Stephan (First Name) Clarke (Full Middle Name) Abrams (Last Name)

Date of Birth: [redacted] Driver License [redacted] (State / Number)

Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 29th day of November, 2021.

(SEAL)

KATHERINE FLOM – NOTARY PUBLIC
COUNTY OF TETON
STATE OF WYOMING
MY COMMISSION EXPIRES AUGUST 03, 2024

Notary Public or officer authorized to administer oaths

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION
Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information

Please note that this form CANNOT be submitted in place of your Annual Report.

Name	The Liquor Store of Jackson Hole, Inc.
Filing ID	1999-000345505
Type	Profit Corporation
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Wyoming	Filing Date	05/14/1999 12:00 AM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Share Information

Common Shares	12,000	Preferred Shares		Additional Stock	N
Par Value	0.0000	Par Value	0.0000		

Principal Address

PO Box 8219
Jackson, WY 83002

Mailing Address

PO Box 8219
Jackson, WY 83002

Registered Agent Address

Western Agents, Inc.
320 E Broadway Ste 2A
PO Box 1172
Jackson, WY 83001

Parties

Type	Name / Organization / Address

Notes

Date	Recorded By	Note

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: 603

License Fees

Annual Fee: $ 1914.00

Prorated Fee: $ _____

Transfer Fee: $ _____

Publishing Fee: $ 100.00

Publishing Fee Direct Billed to Applicant: ☐

Date filed with clerk: 1 / 3 / 2022

Advertising Dates: (2 Weeks) 2/2/22 & 2/9/22

Hearing Date: 2 / 22 / 22

License Term: 4 / 1 / 22 (Month / Day / Year) Through 3 / 31 / 23 (Month / Day / Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: The Local Restaurant LLC

Trade/Business Name (dba): Local Restaurant & Bar

Building to be licensed/Building Address: 55 N. Cache (Number & Street)

Jackson (City) WY (State) 83001 (Zip) Teton (County)

Local Mailing Address: Po Box 4938 (Number & Street or P.O. Box)

Jackson (City) WY (State) 83001 (Zip)

Local Business Telephone Number: (307) 201-1717 Fax Number: (307) 201-1718

Business E-Mail Address: will@localjh.com

FILING IN (CHOOSE ONLY ONE)

☒ CITY OF: Jackson

☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☒ LLC
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY (BAR)
☐ OFF-PREMISE ONLY (PACKAGE STORE)
☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☒ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☒ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☒ FULL TIME (e.g. Jan through Dec) (specify months of operation) from Jan to Dec

☐ SEASONAL/PART-TIME DAYS OF WEEK (e.g. Mon through Sat) from _____ to _____

☐ NON-OPERATIONAL/PARKED HOURS OF OPERATION (e.g. 10a - 2a) from _____ to _____

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)

(a) **OWN** the licensed building? ☐ YES (own)

(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☒ YES (lease)

(c) **LEASE** is current and on file with the licensing authority & Liquor Division.

If the lease is not current, please submit a copy of the lease and indicate:

(i) When the lease expires, located on page 11 paragraph 2 of lease.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page 3 paragraph 9 of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)

(Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $1,347,354.01 (25.2 %)

(Line 2) Food Sales: $4,000,646.75 (74.8 %)

(Line 3) Gross Sales: $5,348,000.76 (100 %)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☒ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesale malt beverage license with the Liquor Division)

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer**, **and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
William Bradof	[redacted]	[redacted] 83014	[redacted]	12	50	YES ☐ NO ☒	YES ☐ NO ☒
Jennifer Bradof	[redacted]	[redacted]	[redacted]	12	50	YES ☐ [redacted]	YES ☐ [redacted]
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)

) SS.

COUNTY OF Teton *)*

Signed and sworn to before me on this 15 day of December, 2021 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	[signature]	William Bradof	Owner
2)			
3)			
4)			

ALICIA ALFARO - NOTARY PUBLIC
COUNTY OF TETON STATE OF WYOMING
My Commission Expires February 13, 2025

(SEAL)

Witness my hand and official seal:

[signature]
Signature of Notary Public

My commission expires: 2/13/25

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

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Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

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PLEASE PRINT:

Legal Name: William (First Name) Dylan (Full Middle Name) Bradoff (Last Name)

Date of Birth: [redacted] Driver License: [redacted]

Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 15 day of December, 2021.

(SEAL) ALICIA ALFARO - NOTARY PUBLIC COUNTY OF TETON STATE OF WYOMING My Commission Expires February 13, 2025

Notary Public or officer authorized to administer oaths

Issued by:

WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES
2219 CAREY AVE
CHEYENNE, WY 82002

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 3145

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Issued to:

EXPIRATION DATE: 8/1/2022

LOCAL RESTAURANT AND BAR
65 N CACHE
JACKSON, WY 83001

LOCAL RESTAURANT LLC
LOCAL RESTAURANT LLC
PO BOX 4938
JACKSON, WY 83001

Director of Dept. of Ag

THIS LICENSE MUST BE CURRENT AND POSTED CONSPICUOUSLY AT THE PHYSICAL LOCATION

Commercial Lease Agreement
TRIPLE NET
(Big Mountain Enterprises and Local Restaurant)

THIS LEASE AGREEMENT (the "Lease") is effective on the date last signed below by and between Big Mountain Enterprises, LLC, a Wyoming limited liability company ("Landlord"), and The Local Restaurant LLC, a Wyoming limited liability company ("Tenant") and supersedes any prior leases entered into by the parties.

RECITALS

Landlord is the owner of real property and improvements known as the Cadillac Grill and parking lot, containing approximately 56' frontage on Cache Avenue, and situated on Lot 2 of Block 8 of the Original Townsite of Jackson, Wyoming according to that plat recorded in the office of the County Clerk, Teton County, Wyoming on July 18, 1901 as Plat Number 100, PIN 22-41-16-28-4-15-003 (the "Leased Premises").

In consideration of the foregoing recitals, together with the covenants and agreements contained herein, the parties agree as follows:

1. **LEASED PREMISES**. Landlord agrees to lease to Tenant, and Tenant agrees to lease from Landlord the Leased Premises, on the terms and conditions set forth in this Lease.

2. **TERM**. This Lease shall be for a term of five (5) years, commencing April 1, 2022 and ending March 31, 2027, unless sooner terminated as hereinafter provided. Provided that Tenant is not in default in the performance of Tenant's obligations hereunder, prior to the expiration of the term of this Lease, Landlord agrees to negotiate in good faith with Tenant the possible renewal of this Lease which negotiations shall include a discussion of the terms and covenants that would apply in the event of the potential redevelopment of the building of which the leased Premises is a part.

3. **RENT AND PAYMENT**. Tenant agrees and covenants to pay as rent (the "Rent") in accordance with the following terms:

a. **Rent Schedule.** Monthly Rent during the entire Term is [redacted].
b. **Payment Terms.** All Rent payments shall be tendered in lawful United States currency, without any set-off or deduction whatsoever, made payable to Landlord, and delivered to Landlord in advance of the first of each month at the mailing address set forth below, or at such other place as Landlord may designate in writing from time to time.
c. **Late Payment Charges.** If the Rent or any amount due under this Lease from Tenant is not received by Landlord within 10 business days after due, Tenant shall be in Default and shall pay Landlord a late charge of 12% of the overdue amount. Additionally, such amounts shall accrue interest at a rate of 18% compounded daily from the due date, and accrual of interest shall continue until the overdue payment, together with accrued interest, is paid, all without demand or notice to Tenant. Acceptance of the late charge together with the underlying overdue payment shall not constitute a waiver of Tenant's Default with respect to such overdue amount,

nor prevent Landlord from exercising any of the other rights and remedies under this Lease.

4. **ADDITIONAL RENT – TRIPLE NET**. In addition to the Rent set forth above, Tenant shall pay, annually the total costs associated with the Landlord's operation, maintenance and repair of the Leased Premises, including but not limited to the actual real and personal property taxes, all insurance premiums, alarm costs, water, sewer, and other utilities, building and common area maintenance charges including snow removal, repair and replacement charges, and property management fees or other assessments levied or assessed against Landlord (collectively "Operating Expenses").

Landlord shall deliver to Tenant a report for the previous calendar year (the "Operating Expense Report") by January 31st of each year during the Term setting forth (a) the actual Operating Expenses incurred and paid for the prior year, (b) the amount of Operating Expenses due from Tenant for the prior year, and (c) the amount of Operating Expenses actually paid by Tenant for the prior year. Within 30 days after delivery of the Operating Expense Report, Tenant shall pay to Landlord the amounts due minus the amount paid. If the amount paid by Tenant exceeds the amount due ("Operating Expense Overpayment Amount"), Landlord shall apply the excess to Tenant's payment of Operating Expenses next coming due. Landlord shall have the right, one time during each calendar year, to revise the expected monthly Operating Expenses upon 30 days' advance written notice. Within 30 days following the end of the Term, Landlord shall pay to Tenant any Operating Expense Overpayment Amount, subject to any other amounts due to Landlord from Tenant.

The following shall not constitute "Operating Expenses": (i) leasing commissions, accountants' or attorneys' fees, costs and disbursements and other expenses incurred in connection with other tenants or occupants of the building or defense of Landlord's title to the building; (ii) depreciation, ground lease rental, interest on debt or amortization payments on any mortgages or indebtedness of Landlord; (iii) salaries, benefits or other compensation paid to leasing agents or employees of Landlord (other than a proportionate expense of a building manager involved in the day-to-day operations or management of the building); (iv) all contributions to political or charitable organizations; (v) interest or penalties for late payments unless caused by Tenant; (vi) costs reimbursed by insurance; (vii) expenses in connection with services, maintenance, remodels, repairs, or other benefits of a type which are not provided to Tenant but are provided to another tenant or occupant; (viii) maintenance, remodels and repairs that are paid for by other tenants, third-parties or insurance proceeds; and (ix) costs incurred by Landlord to comply with its indemnity obligations under this Lease.

Capital expenditures that are required due to changes in law that become effective after the Effective Date shall be Operating Expenses and amortized on a straight-line basis over the life of the improvement and payable as described herein.

5. **PERSONAL PROPERTY TAXES.** Tenant shall be liable for taxes levied against its personal property, trade fixtures and other property placed by Tenant in the Leased Premises.

6. **PROPERTY TAXES AND ASSESSMENTS.** Landlord shall pay all real estate taxes, assessments, and all other governmental charges, assessments or taxes pertaining to the Leased Premises during the Term of this Lease subject to Tenant's obligation to reimburse Landlord for such items in accordance with the Operating Expenses provisions in this Lease. Tenant, on Landlord's behalf, and at Tenant's expense, shall be entitled to protest any increase in taxes, assessments, and any other governmental charges

pertaining to the Leased Premises. Landlord shall cooperate with Tenant, and timely grant to Tenant such consents as may be necessary, to permit Tenant to pursue such protests.

7. **UTILITIES.** Tenant shall establish, pay for, and maintain all utility accounts in its name. Tenant shall be solely liable for any loss, damage, or injury from Tenant's failure to remove snow or ice from the sidewalk directly in front of the Leased Premises.

8. **INSURANCE.**

a. Landlord shall maintain, and pass through as Operating Expenses, a pro rata portion of fire and extended "all risk" insurance coverage on the Leased Premises in amounts as Landlord deems sufficient.

b. Tenant, at its cost shall insure Tenant's personal property located on the Leased Premises against loss or damage by fire or other casualties in the amount of its full insurable value.

c. Tenant, at is sole cost shall obtain commercial general liability insurance with respect to the Leased Premises and Tenant's activities in the Premises, with minimum limits of $1,000,000 each occurrence and $2,000,000 general aggregate. Such insurance must include specific coverage provisions or endorsements (a) for broad form contractual liability insurance insuring Tenant's obligations under this Lease; (b) naming Landlord as additional insured; (c) waiving the insurer's subrogation rights against the Landlord and their principals, shareholders, employees, agents, insurers and attorneys (hereafter "Landlord Parties"); (d) providing Landlord with at least 30 days prior notice of modification, cancellation, material amendment, non-renewal or expiration; and (e) expressly stating that Tenant's insurance will be provided on a primary non-contributory basis. If Tenant provides such liability insurance under a blanket policy, the insurance must be made specifically applicable to the Leased Premises and this Lease on a per location basis

d. Within 10 days of the Effective Date, Tenant shall provide Landlord with certificates and copies of all insurance policies to be maintained by Tenant with evidence of payment of the premiums.

e. If Tenant does not obtain or maintain any of the insurance policies required under this section, Landlord has the right to declare a default, and/or obtain or maintain such policies on its own, and then charge all premium payments made by Landlord to Tenant as Operating Expenses.

9. **USE OF LEASED PREMISES.** The use of Leased Premises shall be restricted to those uses that are incidental or necessary to Tenant's operations as a restaurant, food service business, food retail business and cocktail lounge or for any other uses that may be accepted by Landlord in writing from time to time in Landlord's sole discretion. Furthermore, the Leased Premises shall be used and occupied by Tenant in a careful, safe, and proper manner and Tenant shall pay on demand for any damage to the Leased Premises caused by the misuse of same by it, its agents, employees, licensees, guests, and invitees. Tenant shall use the Leased Premises only for purposes not prohibited by the laws, regulations, covenants, and ordinances of all governmental entities having jurisdiction over the Leased Premises. Tenant shall not use or keep any substance or material in or about the Leased Premises that may vitiate or endanger the validity of the insurance on the Leased Premises or increase the hazard of the risk, or which may create a nuisance. Tenant agrees at its sole expense to comply with all requirements of all governmental authorities having jurisdiction over the Leased Premises and Tenant's business during the Term. Tenant shall, at its sole expense, obtain all licenses or permits that may be required to conduct its business within the terms of this Lease.

10. **SALE OF ALCOHOLIC BEVERAGES**. Tenant may engage in the sale of alcoholic beverages on the Leased Premises in compliance with all applicable laws, orders, and regulations of any governmental authority.

11. **SMOKING PROHIBITED**. Landlord does not allow, and Tenant agrees there shall be no, smoking inside the Leased Premises.

12. **PETS**. No pets are allowed on or within the Leased Premises.

13. **ACCEPTANCE OF LEASED PREMISES**. Taking possession of Leased Premises by Tenant is conclusive evidence that Tenant accepts them as being in good and satisfactory condition when possession was taken. Tenant has inspected the Leased Premises and accepts the same in "as is" condition, without relying on any representations or warranties of Landlord.

14. **SUBORDINATION TO MORTGAGE.** This Lease shall be and is hereby made subordinate to any mortgages or other security instruments that may now or hereafter encumber the Leased Premises, and to all renewals, modifications, consolidations, replacements, and extensions thereof, on the condition that any lender secured by a mortgage or other security instrument agree not to disturb Tenant's occupancy pursuant to this Lease so long as Tenant is not in Default. This clause shall be self-operative and no further instrument of subordination need be required by any mortgagee or security holder. Tenant shall, within 3 business days of Landlord's request, execute an estoppel certificate, subordination and non-disturbance agreement or any other instrument that Landlord may reasonably request in this regard complying with the provisions of this section.

15. **REPAIR AND MAINTENANCE – SNOW REMOVAL**. Tenant shall, at its sole expense, maintain the Leased Premises (including, without limitation, all electrical, plumbing, HVAC and mechanical systems) in as good order and repair as it was at the date of the commencement hereof, reasonable wear and tear excepted. Tenant shall be responsible for any equipment, fixtures or facilities that are added to the Leased Premises by Tenant. Excepting the above, major repairs to the exterior of the Building and its structure, including roof repair shall be performed by the Landlord. Tenant shall be responsible for the removal of snow from the roof should that become necessary to protect the integrity of the Leased Premises and Tenant shall be solely liable for any loss, damage, or injury from Tenant's failure to do so. All repairs, maintenance, and replacements performed by Landlord are to be reimbursed as Operating Expenses. In the event an item under Landlord's responsibility needs replacement, the replacement cost shall be amortized in straight line depreciation in accordance with Internal Revenue Service guidelines and regulations with Tenant paying its portion of the straight-line depreciation based on the Term of the Lease. By way of example only, for an item with a 20-year depreciable life, if the Tenant has a Term of 10 years, the replaced item shall be paid one half by Tenant as Operating Expenses and one half by Landlord. Notwithstanding the foregoing, in the event an item under Landlord's general responsibility is damaged through acts or omissions of Tenant, Tenant shall be responsible for that item's replacement, but the replacement cost shall be amortized in straight line depreciation during the Term of this Lease, as it may be extended. Tenant waives any claims for damages, including loss of business resulting therefrom, so long as such work is done on a reasonable basis, at reasonable times, and is reasonably necessary in the discretion of the Landlord. In the exercise of its rights under this paragraph, Landlord shall not unreasonably interfere with the conduct of Tenant's business.

16. **LANDLORD'S ACCESS**. Landlord and its agents may enter the Leased Premises at any reasonable time after reasonable phone notice for the purpose of: **a)** inspecting the Leased Premises to ascertain

Tenant's compliance with this Lease; **b)** in order to make repairs, additions, improvements or alterations as Landlord deems necessary for the safety, improvement or preservation of the Leased Premises, all of which shall be Operating Expenses; **c)** to post notices of non-responsibility under mechanics' lien law; **d)** to show the Leased Premises for sale, lease or mortgage financing; or **e)** for any other reasonable purposes. Tenant hereby waives any claims for damages, including loss of business resulting therefrom, so long as such work is done on a reasonable basis, at reasonable times, and is reasonably necessary in the discretion of the Landlord. In the exercise of its rights under this paragraph, Landlord shall not unreasonably interfere with the conduct of Tenant's business.

17. **ALTERATIONS.**

a. **Landlord.** Landlord shall have the right upon reasonable phone notice to enter the Leased Premises to make such improvements, additions, repairs, or alterations as it may deem necessary or proper for the safety, improvement, or preservation of the Leased Premises which costs shall be Operating Expenses. Tenant waives any claims for damages, including loss of business resulting therefrom, so long as such work is done on a reasonable basis, at reasonable times, and is reasonably necessary in the discretion of the Landlord. In the exercise of its rights under this paragraph, Landlord shall not unreasonably interfere with the conduct of Tenant's business.

b. **Tenant.** Except for Trade Fixtures, as set forth below, Tenant shall make no alterations in or additions to the Leased Premises without first obtaining the written consent of Landlord, which may be withheld in Landlord's sole discretion, and all additions or improvements made by Tenant shall be deemed a part of Leased Premises and shall remain upon and be surrendered with the Leased Premises at the termination hereof by lapse of time or otherwise unless otherwise stated in writing by Landlord. In the event Landlord had conditioned approval of additional improvements on their removal at the termination of the Lease, Tenant shall remove such improvements and restore the Leased Premises to the condition which existed at the beginning of the Term. Following written consent of the Landlord to any alteration or improvements to the Leased Premises, Tenant shall be responsible for obtaining all necessary building permits and governmental approvals at Tenant's sole cost. All contracts for alterations or improvements shall contain a provision waiving the contractor's right to claim a mechanic's lien against the Leased Premises.

18. **ASSIGNMENT OF SUBLEASE AND MORTGAGE BY TENANT**. Tenant shall not assign or create a security interest in, pledge or encumber this Lease or the Leased Premises, or sublet the whole or part of the Leased Premises or permit the use of any part thereof by any subtenant, licensee, or concessionaire. Further, Tenant shall not permit or allow any change in control of Tenant, where cumulatively 50% or more of the ownership structure of Tenant changes. If Tenant violates this section, Tenant shall nevertheless remain liable for the performance of all the terms, conditions, and covenants of this Lease (including, without limitation, the covenant to pay Rent and Operating Expenses). This Lease shall not be assignable incident to a divorce.

19. **SIGNS**. Upon the prior written approval of the Landlord (which shall not be unreasonably withheld), Tenant shall have the right to erect and maintain signs in, on or about the Leased Premises, provided that the signs comply with all laws, regulations, covenants, and ordinances.

20. **TRADE FIXTURES**. Trade fixtures purchased by anyone other than Tenant that are already in the Leased Premises when Tenant moves in shall remain the property of the Landlord. Trade fixtures

purchased by Tenant shall be and remain the property of the Tenant during the Term. Tenant's trade fixtures shall be removable by Tenant at termination of the Lease unless otherwise agreed to in writing by Landlord and Tenant.

21. **TENANT'S COVENANTS**. Tenant covenants that it shall:

a. Comply with all laws, orders, regulations, rules, ordinances and covenants of any governmental body having jurisdiction over the Leased Premises;

b. Give to Landlord prompt written notice of any accident, fire, defect or damage occurring on or to the Leased Premises;

c. Keep the Leased Premises sufficiently heated to prevent freezing of pipes, waterlines and fixtures;

d. Keep the Leased Premises orderly, clean, sanitary and free from objectionable odors, insects, vermin, pets, pests or nuisances;

e. Do all things reasonably possible to prevent the filing of any liens against the Leased Premises or any part thereof by reason of work, labor, services or materials furnished or claimed to have been furnished to Tenant, or anyone holding the Leased Premises or any part thereof, through or under Tenant. If any such lien shall be filed against the Leased Premises, Tenant shall either cause the same to be discharged of record within 20 days after the date of the filing of the same, or if Tenant, in Tenants' discretion and in good faith, determines the lien should be contested, Tenant shall furnish such security as may be necessary or required to prevent any foreclosure against Tenant's or Landlord's interest in the Leased Premises. If Tenant shall fail to discharge such lien within such period, or fail to furnish adequate security, then in addition to any other right of remedy of Landlord, Landlord may but shall not be obligated to discharge the lien either by paying the amount claimed to be due or by procuring the discharge of such lien by obtaining security or in any other manner available to Landlord and such costs, including attorneys' fees, shall be considered Operating Expenses. Nothing herein contained shall imply any consent or agreement on the part of Landlord to subject Landlord's interest in the Leased Premises to liability under any lien law;

f. Repay Landlord, as Operating Expenses, on demand, all sums incurred by Landlord pursuant to the provisions of this Lease, including Landlord's costs, expenses and reasonable attorneys' fees incurred by Landlord in connection therewith;

g. Obtain and maintain in force the insurance required by this Lease;

h. Permit no one other than employees, agents, and business invitees to remain in or loiter upon the Leased Premises;

i. Comply with all reasonable rules and regulations that may be established, from time to time, by Landlord;

j. Not do or suffer to be done anything objectionable to the insurance companies insuring the Leased Premises, whereby the insurance placed on the Leased Premises or any part thereof shall become void or suspended or be rated as a more hazardous risk than at the date when Tenant receives possession. In the event of breach of this covenant, in addition to all other remedies of Landlord, Tenant shall pay to Landlord as Operating Expenses any increase in insurance premiums;

k. Not permit waste upon the Leased Premises or any other nuisance;

l. In the event the Town of Jackson or Teton County imposes any increased real property tax assessment or increased mill levy, Tenant shall pay to Landlord as Operating Expenses its pro rata portion of any such increase;

m. Take no action to encumber any of Tenant's assets that are used in connection with the operation of the business in the Leased Premises without Landlord's prior written consent, which consent may be withheld at Landlord's sole discretion; and
n. Take no action to encumber any leasehold improvements owned by the Landlord

22. **LANDLORD'S COVENANTS OF QUIET ENJOYMENT**. Landlord covenants that Tenant, upon paying the Rent and performing the Tenant's covenants, shall peacefully and quietly have, hold, and enjoy the Leased Premises during the term hereof, unless specifically provided to the contrary herein.

23. **PAYMENT AFTER TERMINATION**. Should Tenant hold possession of the Leased Premises after the expiration of the Term, with the consent of the Landlord, Tenant shall become a month-to-month tenant on all terms of this Lease and the Rent during any such period shall be 150% of the last Rent.

24. **SURRENDER OF LEASED PREMISES**. Upon the termination of this Lease, Tenant shall surrender the Leased Premises to Landlord in as good a condition as at the beginning of the term, reasonable wear and tear excepted, together with all alterations, interior decorations, additions, and improvements that may have been made during the term, except for Tenant's Trade Fixtures it purchased or otherwise subject to the above paragraph regarding Trade Fixtures. Notwithstanding any other provision to the contrary in this Lease, any personal property, or trade fixtures, remaining in the Leased Premises following the expiration or termination hereof, may, at Landlord's election, be deemed to be the property of Landlord and may be disposed of by the Landlord in its sole discretion without liability to the Tenant. Landlord may also charge Tenant all reasonable costs and expenses incurred in removing Tenant's abandoned property from the Premises and such costs shall be considered Operating Expenses.

25. **DAMAGE OR DESTRUCTION TO LEASED PREMISES**. So long as insurance proceeds related to any claim for damage are available, if the Leased Premises are damaged by fire, the elements, unavoidable accident or other casualty, without the fault or negligence of Tenant, or Tenant's employees, agents, visitors, guests, licensees, or invitees, and the Leased Premises are not thereby rendered untenantable in whole or in part, Landlord shall cause such damage to be repaired, and Landlord's out-of- pocket costs, including deductibles, shall be considered Operating Expenses, and the Rent shall not be abated. If, by reason of such occurrence, the Leased Premises shall be rendered untenantable only in part, so long as insurance proceeds are available, Landlord shall promptly cause the damage to be repaired and the Rent, during such period of repair, shall be abated proportionately to the portion of Leased Premises rendered untenantable but Landlord's out-of-pocket costs of repair, including deductibles, shall be considered Operating Expenses. If, by reason of such occurrence, the Leased Premises shall be rendered wholly untenantable and cannot be repaired within 6 months of the occurrence of the event, Landlord shall, at its option, either: (i) so long as insurance proceeds are available, cause such damage to be repaired and the Rent, during such period of repair, shall be abated in whole but there shall be no extension of the Term of this Lease as a result of such abatement, and Landlord's out-of-pocket costs of repair, including deductibles, shall be considered Operating Expenses; or (ii) declare the balance of the Term hereof to be null and void and terminate the Lease. If any such damage or destruction occurring to the Leased Premises, whether partial or complete, shall occur as the result of the fault or any negligence or intentional acts of Tenant or Tenant's employees, agents, visitors, guests, licensees, or invitees, there shall be no apportionment or abatement of Rent during the Term hereof, Tenant shall be solely responsible for restoring the Leased Premises to the condition that existed prior to the occurrence, and termination of this Lease shall be at the discretion of the Landlord.

26. **TENANT'S PROPERTY**. Landlord shall not be liable for any damage or loss to property of Tenant or of others located on the Leased Premises by theft or otherwise. Landlord shall not be liable for any damage caused by other tenants or persons in the Leased Premises, occupants of adjacent property, or the public, or caused by operations in construction of any private or public work. Landlord shall not be liable for any latent defect in the Leased Premises. All property of Tenant or its subtenants kept or stored on the Leased Premises is done so at the risk of Tenant only, and Tenant shall hold Landlord harmless from any claims arising out of damage to the same, including subrogation claims by Tenant's insurance carrier, unless such damage shall be caused by the willful act or gross neglect of Landlord.

27. **DEFAULT BY TENANT**.

a. Failure to pay Rent or Operating Expenses or any other sum due under this Lease which failure continues for 10 business days following the original due date constitutes a Default. Failure to pay Rent or Operating Expenses when due more than twice in a calendar year shall, without any further notice or time to cure, constitute a Default. Abandonment of the Leased Premises, the filing of a petition for bankruptcy, or appointment of a receiver, or failure to observe or perform any of the other terms of this Lease for a period of 30 days after written notice (or up to 90 days so long as Tenant has promptly commenced cure and proceeded with such cure) of such failure constitutes a Default. In the event of a Default, Landlord may: (i) terminate the Lease or (ii) re-enter the Leased Premises and take possession of the Leased Premises without termination. In either event, Tenant shall immediately vacate the Leased Premises and deliver possession to Landlord. Both remedies of Landlord may be taken with or without legal proceedings, using such force as may be necessary. Further, Landlord has the right to remove from the Leased Premises any of Tenant's personal property without liability for breach of the covenants of this Lease, and without being guilty of trespass or forcible entry and detainer.

b. If Landlord terminates the Lease because of a Default by Tenant, it may remove Tenant and its property from the Leased Premises without liability. Tenant shall remain liable for all Rent, Operating Expenses, and other amounts due under the Lease until Landlord can lease the Leased Premises to another Tenant of Landlord's choosing at such rental and on such other terms and conditions as Landlord, in its sole discretion, may deem advisable. Landlord shall take all necessary and reasonable actions to find another Tenant to fulfill its duty to mitigate its damages, if any. All amounts due under the Lease shall be due and payable by Tenant to Landlord at the time prescribed by the Lease and shall accrue interest as set forth in this Lease, less any mitigated damages.

c. If Landlord elects not to terminate and to re-enter the Leased Premises, no such re-entry or taking possession of the Leased Premises by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention is given to Tenant or unless termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any such re-letting without termination, the Landlord may at any time thereafter elect to terminate this Lease for such previous breach and the provisions of Section (b) shall apply. Landlord, after taking possession, may re-lease the Leased Premises for such time and on such reasonable terms as Landlord, in its sole reasonable discretion, shall determine. Landlord shall take all necessary and reasonable actions to find another Tenant in order to fulfill its duty to mitigate its damages, if any. Any proceeds from re-leasing the Leased Premises shall first be applied to the expenses of re-letting, including redecoration, repair, alteration, advertisement, brokerage, legal, and other reasonably necessary expenses, and Tenant shall pay to Landlord all such expenses as Operating Expenses. If the proceeds from re-leasing are, after payment of

expenses, insufficient to pay the full amount of Rent under this Lease, Tenant shall pay such deficiency to Landlord monthly on demand as it becomes due.

d. All of Landlord's remedies under this Lease are non-exclusive and shall be in addition to all other remedies Landlord may have at law or equity. Landlord's acceptance of any payment by Tenant does not constitute a waiver of any breach by the Tenant and if the acceptance occurs after Landlord's notice of termination or of Tenant's right to possession, the acceptance of such payment shall not affect the termination or reinstate Tenant's right to possession.

28. **ACCORD AND SATISFACTION**. No payment by Tenant or receipt by Landlord of an amount less than the amount due and no endorsement or statement on any check or letter accompanying a check shall be deemed an accord and satisfaction and Landlord may accept such check without prejudice to Landlord's rights to recover the balance due or to pursue any other remedy of this Lease.

29. **INVOLUNTARY ASSIGNMENT AND BANKRUPTCY**. Neither the Lease, nor the Leasehold estate shall be subject to involuntary assignment, transfer, or sale, or to assignment or sale by operation of law in any manner (except through testate or intestate succession) and any such attempt shall be void and of no effect. Further and without limiting the foregoing, if Tenant files or is subject to bankruptcy filings, is deemed insolvent or makes an assignment for the benefit of creditors, has a receiver appointed and any of the foregoing are not dismissed, discharged or overturned within 20 days, the above shall constitute a breach of this Lease and at the election of the Landlord, Landlord may terminate this Lease and all rights of the Tenant hereunder and any person or entity claiming by or through the Tenant.

30. **ABANDONMENT OF LEASED PREMISES.** If Tenant shall abandon (lack of presence for more than three weeks uninterrupted) or vacate the Leased Premises before the termination of the Lease, or if Landlord re-enters the Leased Premises without termination, Landlord may, at its option and without notice to Tenant, enter the Leased Premises, and re-let the same, or any part thereof, as it may see fit, without thereby voiding or terminating this Lease, and, for the purpose of such re-letting, Landlord is authorized to make any repairs, changes, alterations or additions in or to the Leased Premises, as may, in the sole reasonable discretion of Landlord, be necessary or desirable for the purpose of such re-letting, and if a sufficient sum shall not be realized from such re-letting each month to equal the monthly rental and other charges required of Tenant hereunder, then Tenant agrees to pay such deficiency as Operating Expenses.

31. **LANDLORD'S RIGHT TO SELL, LEASE OR REDEVELOP THE LEASED PREMISES**. Landlord reserves the right to sell, assign or transfer this Lease and the building and property of which the Leased Premises are a part at any time. In the event of such sale, assignment or transfer, this Lease shall remain in full force and effect and be binding upon any transferee, subject to the performance by the Tenant of all of the terms and conditions required to be performed by Tenant.

Further, Tenant agrees that Landlord may decide to redevelop and reconstruct the Leased Premises. Tenant agrees that Landlord may redevelop and reconstruct the Leased Premises, or portions thereof, subject to the following conditions:

a) Landlord will give Tenant at least one (1) year's notice of its intention to commence construction for redevelopment (specifying the nature of the work, the layout of the new building and Tenant's new space as well as the proposed new rental), which redevelopment will take place, if possible, during the fall or spring "off seasons";

b) Landlord shall not provide the one (1) year notice trigger referenced in subsection (a) above for a period of two (2) years from the effective date of this agreement
c) Tenant will be invited to participate in discussions of interior building layout and design. Such discussions may occur before the one (1) year notice trigger.
d) In the event Landlord redevelops the building comprising the Leased Premises, Tenant shall have a right of first option to lease the entire building comprising the Leased Premises on terms mutually acceptable to Tenant and Landlord.
e) If Tenant is not required to vacate the Leased Premises, Landlord will use its best efforts to work with Tenant to allow Tenant to remain operational as long as possible and to minimize the impact on Tenant's business during the summer months;
f) In the event Tenant's business is materially affected by such redevelopment to the point Tenant cannot remain open and operational, Landlord shall abate the Rent during such time period;
g) In the reconstructed building, Tenant shall be entitled to have at least the same square footage as it currently has under this Lease;
h) Rent shall be adjusted to reflect any increase in the fair market rental of the Leased Premises as a result of the redevelopment.

32. **WAIVER OF BREACH.** The waiver by Landlord or Tenant of any breach of any term, covenant or condition of this Lease shall not be deemed to be a waiver of that item or any subsequent breach of the same or any other item. None of the terms, covenants or conditions hereof can be waived without the written consent of the Landlord.

33. **ATTORNEYS' FEES.** If the Landlord finds it necessary to obtain the services of an attorney to recover any amounts due hereunder, or on account of any breach of or to enforce or interpret any of the terms, covenants or conditions hereof, or for the recovery or possession of Leased Premises, Landlord shall be entitled to reimbursement from Tenant for all attorneys' fees, costs and expenses incurred or paid by Landlord in connection therewith which sums shall be considered Operating Expenses and paid with the next monthly rental payment due. In the event a lawsuit, mediation, or arbitration is brought to enforce the terms and conditions of this Lease, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs and both parties agree that they ask the judge "which party is the prevailing party" to such lawsuit.

34. **INDEMNIFICATION.** Tenant shall indemnify Landlord and save it harmless from and against all claims, actions, damages, liability and expense (including attorneys' fees) in connection with loss of life, personal injury or damage to property occurring in or about, or arising out of or from the Leased Premises and adjacent sidewalks and areas, or the occupancy or use of Leased Premises by Tenant or its sub-tenants, or occasioned wholly or in part by any act or omission of Tenant, its agents, licensees, invitees, and guests. Landlord shall indemnify Tenant and save it harmless from and against all claims, actions, damages, liability and expense (including attorneys' fees) in connection with loss of life, personal injury or damage to property occurring in or about, or arising out of or from the Leased Premises and adjacent sidewalks and areas, or the occupancy or use of Leased Premises by Landlord, its agents, licensees, invitees, and guests if such was caused by the willful act or gross negligence of Landlord, its agents, licensees, invitees and guests.

35. **NOTICES.** Any notice and other communications given or made under this Lease shall be in writing and shall be deemed effective when given: (a) upon personal delivery to the party being notified; (b) when sent by confirmed electronic mail if sent before 5:00 pm MST on a regular business day, if not on the next

business day; (c) 5 days after being sent by registered or certified mail return receipt requested, postage prepaid; or (d) one day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt. Irrespective of the form of notice selected, notice shall also be given via email. All communications shall be sent to the respective parties at the addresses set forth below.

To Landlord:

Big Mountain Enterprises, LLC
ATT: Kelly Lockhart
P.O. Box 1513
Jackson, WY 83001
Email: kellylockhart@me.com

With a copy to:

Stefan Fodor
Fodor Law Office
P.O. Box 551
Jackson, WY 83001
stefan@fodorlaw.com

To Tenant:
The Local Restaurant, LLC
Att: Will Bradof
PO Box 4938
Jackson, WY 83001
Email: will@localjh.com

36. **BEEF.** During each lease year (not calendar year) Tenant shall purchase at least $25,000 of Lockhart Cattle Company beef which Lockhart Cattle Company, an affiliate of Landlord, will provide at the best cost provided to other restaurant third parties in Teton County. If in any instance Lockhart Cattle Company cannot, or desires not to, fulfill such requirements, then in that instance Tenant may use another supplier of Tenant's choosing and the minimum purchase requirement shall be adjusted.

37. **ENTIRE AGREEMENT**. This Lease contains the entire agreement of the parties on the subject matters dealt with herein and supersedes all prior and contemporaneous agreements and understandings of the parties. Unless set forth in this Lease, no representations, warranties, covenants, contracts, promises or undertakings shall have been made by any party.

38. **Miscellaneous.**
a. Time is of the essence with respect to all terms of this Lease.
b. No partnership or joint venture is created by this Lease. Landlord and Tenant shall be construed to be that relationship of landlord and tenant only.

c. Paragraph headings in this Lease are for convenience only and are not to be construed as a part hereof or in any way defining, limiting, or amplifying the provisions hereof. The words "Landlord" and "Tenant," as herein used, shall include the plural as well as the singular. The neuter gender includes the masculine and feminine. Landlord and Tenant agree that if any term, covenant, or condition herein contained is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, or conditions shall in no way affect any other term, covenant, or condition herein contained.

d. All the terms, covenants, and conditions of this Lease shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, permitted successors, permitted assigns and legal representatives as of the Effective Date.

e. This Lease and its provisions shall be construed and enforced in accordance with and pursuant to governing Wyoming law and venue for any action shall be in Teton County, Wyoming.

f. Tenant may not set off against Rent or Operating Expenses, or other sums due, any claims that Tenant has or thinks it has against Landlord.

g. This Lease may be executed in multiple counterparts and as executed shall constitute one agreement binding on all parties hereto. Signatures may be exchanged by fax, or scan and email, which signatures shall be accepted and binding as originals.

h. Tenant shall at any time upon not less than 5 business days prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing certifying, if true, that this Lease is unmodified and in full force and effect (or if modified, stating the nature of such modification) and the date to which the Rent, Operating Expenses, and other charges are paid in advance, and acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such default, if any. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrance to the Leased Premises. Failure to provide such certificate shall constitute a material breach of this Lease.

i. The parties hereto agree that the venue of any action filed relating to this Lease shall be in the District Court of Teton County, Wyoming, Ninth Judicial District, except that any action for forcible detainer shall be in the Circuit Court of Teton, County, Wyoming; and further provided that if Landlord should bring an action under the forcible detainer law, **Tenant agrees that demand for a jury trial would have the effect of creating an unnecessary delay in taking advantage of what is intended to be a summary proceeding and, accordingly, as a material consideration for Landlord's agreement to enter into this Lease, Tenant hereby waives any jury trial and agrees that it will not demand a trial by jury in such event.**

j. No amendment or modification of this Lease shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution hereof.

l. To the extent permitted by law, both parties waive any claims they may have against the other for business interruption, and any other consequential or exemplary damages.

LANDLORD:

BIG MOUNTAIN ENTERPRISES, LLC,
a Wyoming limited liability company

/Kelly Lockhart/

Kelly Lockhart, Manager

Dated: 12/6/21

TENANT:

THE LOCAL RESTAURANT, LLC,
a Wyoming limited liability company

Will Bradof

Its: Owner

Dated: 12/4/21

PERSONAL GUARANTY

In consideration for Landlord's entry into that certain lease entered into in 2021 between Big Mountain Enterprises, LLC ("Landlord"), and The Local Restaurant, LLC ("Tenant"), for the premises known as the Cadillac Grill, Jackson, Wyoming, (the "Lease"), the undersigned (hereinafter the "Guarantor"), hereby unconditionally guaranties the full payment by Tenant to Landlord, its successors and assigns, of the "Rent" as defined in the Lease, the "Operating Expenses" as defined in the Lease, and all other sums to become due under the Lease, and the faithful performance by Tenant of all terms, covenants, and conditions of the Lease. This is a continuing guaranty and shall terminate upon payment by Tenant of all sums due under the Lease and upon performance by Tenant of all its duties and obligations under the Lease.

This guaranty shall not be affected by any deviation from or alteration of the terms, covenants, or conditions of the Lease. This guaranty shall not be released, extinguished, modified or in any way affected by failure on the part of Landlord to enforce any of the rights or remedies of Landlord, whether pursuant to the terms of the Lease or at law or in equity.

Guarantor hereby agrees that it shall not encumber or permit anyone else to encumber any assets used in connection with the operation of the business on the Leased Premises without the prior written consent of the Landlord, which consent may be withheld at Landlord's sole discretion.

Guarantor hereby waives notice of any default by Tenant in the payment of any of the Rent or other sums or performance by Tenant of the terms, covenants, and conditions of the Lease. Guarantor consents that Landlord may from time to time extend the time for performance or otherwise modify, alter or change the Lease and any of its provisions and may extend the time for payment of the Rent, Operating Expenses, and all other sums hereby guaranteed and may receive and accept notes, checks, and other instruments for the payment of money made by Tenant and extensions and renewals thereon without in any way releasing or discharging Guarantor from the obligations under this guaranty. Notice of presentment of any such note or notes and/or notice of default in the payment thereof at maturity and/or protest or notice of protest thereof is explicitly waived.

Guarantor further consents that it shall not be necessary for Landlord, in order to enforce this guaranty, to institute suit or exhaust its legal remedies against Tenant or apply or exhaust any security held by Landlord to secure Tenant's performance under the Lease. This guaranty may be immediately enforced upon any Default (as defined in the Lease) by Tenant under the Lease.

If a bankruptcy petition should at any time be filed by or against the Tenant, this shall not affect Guarantor's obligations. If any payment of principal or interest received and paid by any other guarantor, borrower, surety, endorser or co-maker is deemed, by final order of a court of competent jurisdiction, to have been a voidable preference under the bankruptcy or insolvency laws of the United States or otherwise, then Guarantor's obligation will remain as an obligation to Landlord and will not be considered as having been extinguished. In the event that, pursuant to the Bankruptcy Code or any judgment, order or decision thereunder, Landlord must rescind or restore any payment, or any part thereof, received by Landlord in satisfaction of the obligations under the Lease (including pursuant to any settlement entered into by Landlord in its discretion), all obligations under this Guaranty shall be reinstated as though such payment had been due but not made at such time and remain in full force and effect and any prior release or discharge from the terms of this Guaranty given to Guarantor shall be without effect. It is the intention of Landlord and Guarantor that Guarantor's obligations hereunder

shall not be discharged except by its performance of such obligations and then only to the extent of such performance.

Guarantor agrees to pay, in addition to all sums that may become due under the Lease, all attorney fees and costs and expenses of enforcement of the Lease and this guaranty. This guaranty is entered into and requires performance at Jackson, Wyoming. All proceedings with respect to this guaranty shall be commenced only in Teton County, Wyoming.

This guaranty shall inure to the benefit of and be binding upon the parties and their respective heirs, beneficiaries, legal representatives, successors, and assigns.

Guarantor

Will Bradof
Dated: 12/4/21

Jennifer Bradof
Dated: 12/4/21

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION
Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information

Please note that this form CANNOT be submitted in place of your Annual Report.

Name	The Local Restaurant, LLC
Filing ID	2012-000614755
Type	Limited Liability Company
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Wyoming	Filing Date	01/17/2012 2:06 PM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Principal Address

PO Box 4938
Jackson, Wyoming 83001

Mailing Address

PO Box 4938
Jackson, WY 83001-4938

Registered Agent Address

Will Bradof
595 Pine Dr
PO Box 4938
Jackson, WY 83001

Parties

Type	Name / Organization / Address
Organizer	Paul H Wireman

Notes

Date	Recorded By	Note

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: 209

License Fees

Annual Fee: $ 1514.00

Prorated Fee: $ _____

Transfer Fee: $ _____

Publishing Fee: $ 100.00

Date filed with clerk: 1 / 3 / 2022

Advertising Dates: (2 Weeks) 2/2/22 & 2/9/22

Hearing Date: 2 / 22 / 22

Publishing Fee Direct Billed to Applicant: ☐

License Term: 4 / 1 / 22 (Month / Day / Year) Through 3 / 31 / 23 (Month / Day / Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: Made in Jackson Hole Inc

Trade/Business Name (dba): The Bunnery

Building to be licensed/Building Address: 130 N. Cache St.
Number & Street

Jackson (City) WY (State) 83001 (Zip) Teton (County)

Local Mailing Address: PO Box 3522
Number & Street or P.O. Box

Jackson (City) WY (State) 83001 (Zip)

Local Business Telephone Number: (307) 734-0575 Fax Number: (307) 739-1212

Business E-Mail Address: Kingpin11@hotmail.com

FILING IN (CHOOSE ONLY ONE)

☑ CITY OF: JACKSON

☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☐ LLC
☒ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY (BAR)
☐ OFF-PREMISE ONLY (PACKAGE STORE)
☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☒ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY

☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☒ FULL TIME (e.g. Jan through Dec)	(specify months of operation)	from JAN to DEC
☐ SEASONAL/PART-TIME	DAYS OF WEEK (e.g. Mon through Sat)	from SUN to SAT
☐ NON-OPERATIONAL/PARKED	HOURS OF OPERATION (e.g. 10a - 2a)	from 7 AM to 2 PM

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)

(a) **OWN** the licensed building? ☐ YES (own)

(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☑ YES (lease) 3-31-26

(c) **LEASE** is current and on file with the licensing authority & Liquor Division.

If the lease is not current, please submit a copy pf the lease and indicate:

(i) When the lease expires, located on page _____ paragraph _____ of lease.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page _____ paragraph _____ of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)
(Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $73,582 (2 %)
(Line 2) Food Sales: $2,168,037 (98 %)
(Line 3) Gross Sales: $2,211,619 (100 %)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☒ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

N/A
(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesale malt beverage license with the Liquor Division)

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

N/A
(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)
Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
* Please see below ↓ [redacted]				YES ☑ NO ☐	YES ☐ NO ☑	YES ☐ NO ☑
				YES ☑ NO ☐	YES ☐ NO ☑	YES ☐ NO ☑
				YES ☑ NO ☐	YES ☐ NO ☑	YES ☐ NO ☑

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

* Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer**, **and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
GERARD HENRI YVERNAULT		[redacted]		30	70%	YES ☐ NO ☑	YES ☐ NO ☑
DOMINIQUE SUZANN YVERNAULT				30		YES ☐ NO ☑	YES ☐ NO ☑
CAROLINE LABBE				16	15%	YES ☐ NO ☑	YES ☐ NO ☑

(If more information is required, list on a separate piece of paper and attach to this application) (See attached)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) SS.
COUNTY OF Teton)

Signed and sworn to before me on this 16th day of December, 2021 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1) ✓		GERARD YVERNAULT	OWNER
2) ✓		DOMINIQUE YVERNAULT	OWNER
3)			
4)			

VICTORIA E BOTT
Notary Public
State of Wyoming
County of Teton
My Commission Expires
March 30, 2024

Witness my hand and official seal: Victoria E Bott
Signature of Notary Public

(SEAL) My commission expires: 3-30-2024

Additional Stockholder

TRUE+CORRECT NAME	DATE OF BIRTH	RESIDENCE ADDRESS STREET, CITY, STATE, ZIP	RESIDENCE PHONE #	NO YRS CORP	% OF STOCK HELD	CONVICT FELONY	CONVICTED RELATED/ALCO
NICHOLAS GEORGE YVERNAULT	[redacted]	[redacted] JACKSON [redacted] 83001	[redacted]	16	15%	NO	NO

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: DOMINIQUE (First Name) SUZANNE (Full Middle Name) YVERNAULT (Last Name)

Date of Birth: [redacted] Driver License: [redacted] (State / Number)

✓ [signature]
Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 16th day of December, 2021.

(SEAL)

VICTORIA E BOTT
Notary Public
State of Wyoming
County of Teton
My Commission Expires
March 30, 2024

[signature]
Notary Public or officer authorized to administer oaths

Rev 10/2020

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: GERARD (First Name) HENRI (Full Middle Name) YVERNAULT (Last Name)

Date of Birth: [redacted] Driver License: [redacted] (State / Number)

✓ [signature]
Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 16th day of December, 2021.

(SEAL)

VICTORIA E BOTT
Notary Public
State of Wyoming
County of Teton
My Commission Expires
March 30, 2024

[signature]
Notary Public or officer authorized to administer oaths

Rev 10/2020

Retail Food

Account #5602

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Issued to:
THE BUNNERY
130 N CACHE
JACKSON, WY 83001

MADE IN JACKSON HOLE INC
GERARD YVERNAULT
PO BOX 3522
JACKSON, WY 83001

EXPIRATION DATE:
6/30/2022

Dwight L. Mijovich

State of Wyoming — **Department of Revenue**

Duplicate

Sales/Use Tax License No:22001932 **Business Start Date:** 1/1/1991 12:00:0(

The vendor shown below has registered with the Department of Revenue and has been authorized to collect the sales/use tax imposed by the sales/use Tax Act of 1937, as amended, and to furnish receipts therefor. This authorization shall be valid and effective until cancelled or revoked and is not transferable.

Location: P O BOX 3522
JACKSON WY 830023522

Issued To:
BUNNERY (THE)
MADE IN JACKSON HOLE, INC.
P O BOX 3522
JACKSON WY 830023522

Excise Tax Division
Taxpayer Services Section

Certificate Print Date: 12/1/2005

Display Conspicuously at the Place of Business for Which Issued

BUSINESS LICENSE

Account #: 97
Business: Bunnery
DBA: The Bunnery
Business Type: Sales Tax
Business Activity: Restaurants and Food Services
Business Location: 130 North Cache
Term: 01/01/21 through 12/31/21
Fee: 200.00

Bunnery
PO Box 3522
Jackson WY 83001

TOWN OF JACKSON WYOMING

I, Pete Muldoon, Mayor of the Town of Jackson, do hereby subscribe my name and cause the Seal of said Town to be here unto affixed this 02/16/21

Mayor

ATTEST: Town Clerk

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION
Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information

Please note that this form CANNOT be submitted in place of your Annual Report.

Name	Made in Jackson Hole, Inc.
Filing ID	1990-000262449
Type	Profit Corporation
Status	Active

General Information

Old Name	Made in Jackson, Inc.	Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Wyoming	Filing Date	09/24/1990 12:00 AM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Share Information

Common Shares	50,000	Preferred Shares		Additional Stock	Y
Par Value	0.0000	Par Value	0.0000		

Principal Address

PO Box 3522
Jackson, WY 83001

Mailing Address

PO Box 3522
Jackson, WY 83001

Registered Agent Address

Teton Corporate Services, Inc.
155 E Pearl St Ste 200
PO Box 3345
Jackson, WY 83001

Parties

Type	Name / Organization / Address

Notes

Date	Recorded By	Note

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: 602

License Fees

Annual Fee: $ 1914.00

Prorated Fee: $ _____

Transfer Fee: $ _____

Publishing Fee: $ 100.00

Date filed with clerk: 1 / 3 / 2022

Advertising Dates: (2 Weeks) 2/2/22 & 2/9/22

Hearing Date: 2 / 22 / 22

Publishing Fee Direct Billed to Applicant: ☐

License Term: 4 / 1 / 22 (Month / Day / Year) Through 3 / 31 / 23 (Month / Day / Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: Merry Piglets Mexican Cantina & BBQ Inc

Trade/Business Name (dba): The Merry Piglets

Building to be licensed/Building Address: 160 N Cache St - South
Number & Street

Jackson (City) WY (State) 83001 (Zip) Teton (County)

Local Mailing Address: 6545 N. Vista Lane
Number & Street or P.O. Box

Jackson (City) WY (State) 83001 (Zip)

Local Business Telephone Number: (307) 733-2966 Fax Number: (307) 733-7534

Business E-Mail Address: ~~jrice@bresnan.net~~ DENISE@BERG.CO

FILING IN (CHOOSE ONLY ONE)

☐ CITY OF: _____

☒ COUNTY OF: Teton

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☐ LLC
☒ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY (BAR)
☐ OFF-PREMISE ONLY (PACKAGE STORE)
☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE
☒ RESORT LIQUOR LICENSE
☒ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☒ FULL TIME (e.g. Jan through Dec)	(specify months of operation)	from JAN	to DEC
☐ SEASONAL/PART-TIME	DAYS OF WEEK (e.g. Mon through Sat)	from MON	to SUN
☐ NON-OPERATIONAL/PARKED	HOURS OF OPERATION (e.g. 10a - 2a)	from 11:30	to 9:00p.m.

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)

(a) **OWN** the licensed building? ☐ YES (own)

(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☒ YES (lease)

(c) **LEASE** is current and on file with the licensing authority & Liquor Division.

If the lease is not current, please submit a copy pf the lease and indicate:

(i) When the lease expires, located on page_____paragraph_____of lease.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page_____ paragraph_____of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)

(Line 1) ~~Liquor~~ Food Sales: $1,927,464 (81 %)

(Line 2) ~~Food~~ Liquor Sales: $ 455,621 (19 %)

(Line 1 + Line 2 must = Line 3) (Line 3) Gross Sales: $2,383,085 (100 %)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☒ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesale malt beverage license with the Liquor Division)

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer**, **and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
JOSEPH M. RICE JR	[redacted]	[redacted]	[redacted]	33	50%	YES ☐ NO ☒	YES ☐ NO ☒
DENISE A. RICE	[redacted]	[redacted]	[redacted]	33	50%	YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)

) ***SS.***

COUNTY OF Teton)

Signed and sworn to before me on this 14th day of December, 2021 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)		JOSEPH M. RICE JR.	OWNER
2)		DENISE A. RICE	OWNER
3)			
4)			

David J. Peters - Notary Public
COUNTY OF TETON
STATE OF WYOMING
MY COMMISSION EXPIRES JUNE 6, 2024

Witness my hand and official seal:

Signature of Notary Public

(SEAL)

My commission expires: 6 . 06 . 24

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: Scott (First Name) Matthew (Full Middle Name) Rice Jr. (Last Name)

Date of Birth: [redacted] Driver License: [redacted] State / Number

Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 14th day of December, 2021.

(SEAL)

David J. Peters - Notary Public
COUNTY OF TETON STATE OF WYOMING
MY COMMISSION EXPIRES JUNE 6, 2024

Notary Public or officer authorized to administer oaths

Rev 10/2020

Issued by

WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES
2219 CAREY AVE
CHEYENNE, WY 82002

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 5510

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Issued to

MERRY PIGLETS
6545 N VISTA LN
JACKSON, WY 83001

EXPIRATION DATE: 6/30/2022

MERRY PIGLETS
MERRY PIGLETS
6545 N VISTA LN
JACKSON, WY 83001

Director of Dept. of Ag

THIS LICENSE MUST BE CURRENT
AND POSTED CONSPICUOUSLY
AT THE PHYSICAL LOCATION

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION
Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information


Please note that this form CANNOT be submitted in place of your Annual Report.

Name	The Merry Piglets Mexican Cantina and Barbeque Inc.		
Filing ID	1990-000261403		
Type	Profit Corporation	Status	Active

General Information

Old Name	The Merry Piglets Mexican Grill, Inc.	Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Wyoming	Filing Date	07/23/1990 12:00 AM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Share Information

Common Shares	2,000	Preferred Shares		Additional Stock	Y
Par Value	0.0000	Par Value	0.0000		

Principal Address

6545 N Vista Ln
Jackson, WY 83001

Mailing Address

c/o Sorensen & Flanagan, LLC
PO Box 1845
Jackson, WY 83001

Registered Agent Address

Joseph M Rice Jr
86 E Broadway
P O Box 3337
Jackson, WY 83001

Parties

Type	Name / Organization / Address

Notes

Date	Recorded By	Note

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: 104

License Fees

Annual Fee: $ 1500.00

Prorated Fee: $ _____

Transfer Fee: $ _____

Publishing Fee: $ 100.00

Date filed with clerk: 1 / 3 / 2022

Advertising Dates: (2 Weeks) 2/2/22 & 2/9/22

Hearing Date: 2 / 22 / 22

Publishing Fee Direct Billed to Applicant: ☐

License Term: 4 / 1 / 22 (Month / Day / Year) Through 3 / 31 / 23 (Month / Day / Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: Movieworks LLC

Trade/Business Name (dba): Movieworks

Building to be licensed/Building Address: 860 S Hwy 89 (Number & Street)

Jackson (City) WY (State) 83001 (Zip) Teton (County)

Local Mailing Address: PO Box 64167 (Number & Street or P.O. Box)

Jackson (City) WY (State) 83002 (Zip)

Local Business Telephone Number: (407) 952-1735 Fax Number: ( )

Business E-Mail Address: tylerdavis34@ymail.com

FILING IN (CHOOSE ONLY ONE)

☒ CITY OF: Jackson

☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☒ LLC
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☒ ON-PREMISE ONLY (BAR)
☐ OFF-PREMISE ONLY (PACKAGE STORE)
☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☒ FULL TIME (e.g. Jan through Dec)	(specify months of operation)	from Jan to Dec
☐ SEASONAL/PART-TIME	DAYS OF WEEK (e.g. Mon through Sat)	from _____ to _____
☐ NON-OPERATIONAL/PARKED	HOURS OF OPERATION (e.g. 10a - 2a)	from _____ to _____

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)

(a) **OWN** the licensed building? ☐ YES (own)

(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☒ YES (lease)

(c) **LEASE** is current and on file with the licensing authority & Liquor Division.

If the lease is not current, please submit a copy pf the lease and indicate:

(i) When the lease expires, located on page _____ paragraph _____ of lease.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page 3 paragraph 1 of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.) #10

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)
(Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $ 2874.14 (%)
(Line 2) Food Sales: $ 94938.93 (%)
(Line 3) Gross Sales: $ 97813.07 (%)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☒ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesale malt beverage license with the Liquor Division)

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer**, **and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Tyler Davis	[redacted]			2 mon	25%	YES ☐ NO ☒	YES ☐ NO ☒
Joe Rice				2 mon	25%	YES ☐ NO ☒	YES ☐ NO ☒
C-Note Management Ted Staryk				2 mon	25%	YES ☐ NO ☒	YES ☐ NO ☒

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) SS.
COUNTY OF Teton)

Signed and sworn to before me on this 16th day of December, 2021 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	TLC	Tyler Davis	Manager
2)			
3)			
4)			

JULIA SPENCE - NOTARY PUBLIC
COUNTY OF TETON STATE OF WYOMING
COMMISSION EXPIRES 02/26/2022

Witness my hand and official seal:

Signature of Notary Public

(SEAL)

My commission expires: 02/26/2022

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application
Provide for each person who signed the application

AFFIDAVIT of AUTHORIZATION

The undersigned applicant hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson and its agents and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the foregoing statements as set forth in the application. The applicant hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the license/permit requested.

AFFIDAVIT of UNDERSTANDING

The undersigned applicant hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional reviews, authorizations, permits, and approvals may be required at any time from additional Town/County departments and/or elected bodies, which may include the time period after approval but before issuance of the attached Liquor License and/or Permit Application form. It is the duty of the applicant to seek any additional required reviews, authorizations, permits, and approvals from any Town/County department or elected bodies.

Applicant please note: Corporations and Limited Liability Companies must submit a listing of all officers and all directors, including dates of birth and Social Security Numbers. Please attach the list to this document.

PRINT

Full Legal Name: Joseph (First Name) Matthew (Full Middle Name) Rice (Last Name)

[redacted] (Date of Birth) [redacted] (Social Security Number) WY [redacted] (Driver License: State / Number) Male / Female (Circle one)

12/16/2021
Date Signed

Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 16th day of December, 2021.

(SEAL)

JULIA SPENCE - NOTARY PUBLIC
COUNTY OF TETON STATE OF WYOMING
COMMISSION EXPIRES 02/26/2022

Notary Public or officer authorized to administer oaths

Rev 3/17

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

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Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

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PLEASE PRINT:

Legal Name: Tyler (First Name) Edward (Full Middle Name) Davis (Last Name)

Date of Birth: [redacted] Driver License: [redacted]

Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 16th day of December, 2021.

(SEAL)

JULIA SPENCE - NOTARY PUBLIC
COUNTY OF TETON STATE OF WYOMING
COMMISSION EXPIRES 02/26/2022

Notary Public or officer authorized to administer oaths

Rev 10/2020

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application
Provide for each person who signed the application

AFFIDAVIT of AUTHORIZATION

The undersigned applicant hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson and its agents and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the foregoing statements as set forth in the application. The applicant hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the license/permit requested.

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Applicant please note: Corporations and Limited Liability Companies must submit a listing of all officers and all directors, including dates of birth and Social Security Numbers. Please attach the list to this document.

PRINT

Full Legal Name: THEODORE (First Name) STEVEN (Full Middle Name) STARK (Last Name)

[redacted] (Date of Birth / Social Security Number) [redacted] (Driver License: State / Number) Male or Female (Circle one)

12/14/2021
Date Signed

Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 14th day of December, 2021.

(SEAL)

JULIA SPENCE - NOTARY PUBLIC
COUNTY OF TETON STATE OF WYOMING
COMMISSION EXPIRES 02/26/2022

Notary Public or officer authorized to administer oaths

Rev 3/17

Issued by:

WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES
2219 CAREY AVE
CHEYENNE, WY 82002

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 11277

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Issued to:

MOVIEWORKS
860 S HWY 89
JACKSON, WY 83001

MOVIEWORKS LLC
MOVIEWORKS LLC
PO BOX 6308
JACKSON, WY 83002

EXPIRATION DATE:
10/20/2022

Director of Dept. of Ag

THIS LICENSE MUST BE CURRENT AND POSTED CONSPICUOUSLY AT THE PHYSICAL LOCATION

Commercial Lease Agreement
TRIPLE NET
(860 HWY 89 and Movieworks)

This Lease Agreement (the "Lease") is made and entered into to be effective as of the date of the last signature below (the "Effective Date"), by and between 860 HWY 89, LLC, a Wyoming limited liability company ("Landlord"), and Movieworks, LLC, a Wyoming limited liability company ("Tenant").

Recitals

Landlord is the owner of real property and improvements located at 860 S. Highway 89, Jackson, WY, Lot 6 and the East 20 feet of Lot 7 of Three Trees Addition to the Town of Jackson, Teton County, Wyoming according to that Plat recorded in the Office of the Teton County Clerk on June 11, 1985 as Plat No. 590 (the "Leased Premises");

In consideration of the foregoing recitals, together with the covenants and agreements contained herein, the parties agree as follows:

1) **Lease of Leased Premises.** Landlord agrees to lease to Tenant, and Tenant agrees to lease from Landlord the Leased Premises, on the terms and conditions set forth in this Lease.
2) **Term of Lease**. The term of this Lease shall begin on September 10, 2021 and end at noon MST on September 9, 2022 (the "Term"). Tenant shall have three (3), one year options to extend lease. Option must be exercised 60 days prior to Lease Anniversary.
3) **Rent and Payment.** Tenant agrees and covenants to pay as rent (the "Rent") [redacted] per month in advance on the first of each month during the Term, with the following conditions:
   a. **Payment Terms.** All Rent payments shall be tendered in lawful United States currency, without any set-off or deduction whatsoever, made payable to Landlord, and delivered to Landlord at the mailing address set forth below, or at such other place as Landlord may designate in writing from time to time.
   b. **Late Payment Charges.** If the Rent or any amount due under this Lease from Tenant is not received by Landlord within ten (10) business days after due, Tenant shall be in Default and shall pay Landlord a late charge of 5% of the overdue amount. Additionally, such amounts shall accrue interest at a rate of ten percent (10%) compounded daily from the due date, and accrual of interest shall continue until the overdue payment, together with accrued interest, is paid. Acceptance of the late charge together with the underlying overdue payment does not constitute a waiver of Tenant's Default with respect to such overdue amount, nor prevent Landlord from exercising any of the other rights under this Lease.
   c. **Security Deposit.** No security deposit

4) **Additional Rent – Triple Net**. In addition to the Rent set forth above, Tenant shall pay in advance and with the first rent payment due and continuing on a monthly basis thereafter throughout the Term, as additional rent, all costs associated with the Leased Premises including but not limited to the actual real and personal property taxes, all insurance premiums, alarm costs, water, sewer, and other utilities, building and common area maintenance charges including snow removal, repair charges, and property management fees or other assessments levied or assessed against Landlord (collectively "Operating Expenses"). Landlord shall provide Tenant with written notice of the estimated Operating Expenses to be paid by Tenant within ten (10) days of the signing of this Lease.

Landlord may, at Landlord's option revise the Operating Expenses estimate once during any calendar year, on at least thirty (30) days' written notice to Tenant and Tenant's monthly payments of additional rent under the Lease shall be adjusted accordingly for the balance of the calendar year. If the estimated Operating Expenses are less than actual expenses, Tenant shall pay to Landlord the difference within thirty (30) days of notice of such deficiency. If the Tenant estimated Operating Expenses are more than actual expenses, Tenant shall receive a credit for such over-payment against future Operating Expenses.

5) **Personal Property Taxes.** Tenant shall be liable for taxes levied against its personal property, trade fixtures and other property placed by Tenant in the Leased Premises.
6) **Taxes and Assessments.** Landlord shall pay all real estate taxes and assessments, and any other governmental charges, assessments or taxes pertaining to the Leased Premises during the Term of this Lease, but subject to Tenant's obligation to reimburse Landlord for such items in accordance with Paragraph 4.
7) **Utilities.** Subject to the obligations in Paragraph 4, to the extent utilities are metered separately to the Premises, Tenant shall establish, pay for and maintain all utilities accounts in its name. Tenant shall be solely liable for any loss, damage or injury from Tenant's failure to remove snow or ice from the Leased Premises and the sidewalk directly in front of the Leased Premises.
8) **Insurance.**
   a. Landlord shall maintain, and pass through as Operating Expenses, fire and extended "all risk" insurance coverage on the Leased Premises in amounts as Landlord deems sufficient.
   b. Tenant, at its cost shall insure Tenant's personal property located on the Leased Premises against loss or damage by fire or other casualties in the amount of its full insurable value.
   c. Tenant, at is sole cost shall obtain commercial general liability insurance with respect to the Leased Premises and Tenant's activities in the Premises, with minimum limits of $1,000,000 each occurrence and $2,000,000 general aggregate. Such insurance must include specific coverage provisions or endorsements (a) for broad form contractual liability insurance insuring Tenant's obligations under this Lease; (b) naming Landlord as additional insured's; (c) waiving the insurer's subrogation rights against the Landlord and their principals, shareholders, employees, agents, insurers and attorneys (hereafter "Landlord Parties"); (d) providing Landlord with at least 30 days prior notice of modification, cancellation, material amendment, non-renewal or expiration; and (e) expressly stating that Tenant's insurance will be provided on a primary non-contributory basis. If Tenant provides such liability insurance under a blanket policy, the insurance must be made specifically applicable to the Leased Premises and this Lease on a per location basis
   d. Within three (3) business days of the Effective Date, Tenant shall provide Landlord with certificates of all insurance policies to be maintained by Tenant with evidence of payment of the premiums and shall provide copies or access to such copies of the actual policy upon demand by Landlord.
   e. If Tenant does not obtain or maintain any of the insurance policies required under this section, Landlord has the right to declare a default, and/or obtain or maintain such policies on its own, and then charge all premium payments made by Landlord to Tenant as Operating Expenses.
9) **Use of Leased Premises.** The use of Leased Premises shall be restricted to those uses that are incidental or necessary to Tenant's operations as a movie theater, concession stand and food service, or any other uses that may be accepted by Landlord in writing from time to time. Furthermore, the Leased Premises shall be used and occupied by Tenant in a careful, safe and proper manner. Tenant shall pay on demand for any damage to the Leased Premises caused by the misuse of same by it, its agents, employees, licensees, guests and invitees. Tenant shall not use or keep any substance or material in or about the Leased Premises that may vitiate or endanger the

validity of the insurance on the Leased Premises or increase the hazard of the risk, or which may create a nuisance.

10) **Sale of Alcoholic Beverages**. Tenant is expressly permitted to engage in the sale of alcoholic beverages on the Leased Premises so long as such sale is in compliance with all applicable laws, licenses, orders and regulations of any governmental authority.
11) **Smoking Prohibited.** Landlord does not allow, and Tenant agrees there shall be no smoking inside the Leased Premises.
12) **Acceptance of Leased Premises.** Taking possession of Leased Premises by Tenant is conclusive evidence that Tenant accepts them as being in good and satisfactory condition when possession was taken. Tenant has inspected the Leased Premises and accepts the same in "as is" condition, without relying on any representations or warranties of Landlord.
13) **Subordination to Mortgage.** This Lease is subordinate to any mortgages or other security instruments that may now or hereafter encumber the Leased Premises, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative, and no further instrument of subordination is required by any mortgagee or security holder. Tenant shall, within three business days of Landlord's request, execute an estoppel certificate, subordination agreement or instrument as Landlord may reasonably request in this regard.
14) **Repair and Maintenance.** Tenant acknowledges that the Leased Premises are in good repair and working order. Tenant shall, at its sole expense, maintain the Leased Premises (including, without limitation, all electrical, plumbing and mechanical systems) in as good order and repair as it was as of the Effective Date, reasonable wear and tear excepted.
15) **Landlord's Access.** Landlord and its representatives may enter the Leased Premises at any reasonable time after reasonable phone notice for the purpose of: a) inspecting the Leased Premises to ascertain Tenant's compliance with this Lease; b) in order to make repairs, additions or alterations as Landlord deems necessary; c) to post notices of non-responsibility under mechanics' lien law; d) to show the Leased Premises for sale, lease or mortgage financing; or e) for any other reasonable purposes.
16) **Alterations.**
    a. **Landlord.** Landlord shall have the right upon reasonable phone notice to enter the Leased Premises to make such improvements, additions, repairs or alterations as it may deem necessary or proper for the safety, improvement or preservation of the Leased Premises which cost shall be Operating Expenses. Tenant waives any claims for damages, including loss of business resulting therefrom, so long as such work is done on a reasonable basis, at reasonable times, and is reasonably necessary in the discretion of the Landlord. In the exercise of its rights under this paragraph, Landlord shall not unreasonably interfere with the conduct of Tenant's business.
    b. **Tenant.** Except for Trade Fixtures, as set forth in Paragraph 19 below, Tenant shall make no alterations in or additions to the Leased Premises without first obtaining the written consent of Landlord, and all additions or improvements made by Tenant shall be deemed a part of Leased Premises and shall remain upon and be surrendered with the Leased Premises at the termination hereof by lapse of time or otherwise unless otherwise stated in writing by Landlord. In that event, Tenant shall remove such improvements and restore the Leased Premises to the condition which existed at the beginning of the Term. Following written consent of the Landlord to any alteration or improvements to the Leased Premises, Tenant shall be responsible for obtaining all necessary building permits and governmental approvals at Tenant's sole cost. All contracts for alterations or improvements shall contain a provision waiving the contractor's right to claim a mechanic's lien against the Leased Premises.

17) **Assignment of Sublease and Mortgage by Tenant.** Tenant shall not assign or create a security interest in, pledge or encumber this Lease or the Leased Premises in any way or permit the use of any part thereof by any subtenant, licensee or concessionaire, unless Tenant first obtains Landlord's written consent. In the event Tenant violates this section, Tenant shall nevertheless remain liable for the performance of all the terms of this Lease.

18) **Signs.** Upon the prior written approval of Landlord, Tenant shall have the right to erect and maintain signs in, on or about the Leased Premises.

19) **Trade Fixtures.** Trade fixtures purchased by Landlord or anyone other than Tenant that are already in the Leased Premises when Tenant moves in shall remain the property of the Landlord. Trade fixtures purchased by Tenant shall be and remain the property of the Tenant during the Term as amended or extended. Tenant's trade fixtures shall be removable by Tenant at termination of the Lease unless otherwise agreed to in writing by Landlord and Tenant. Tenant may, in its reasonable discretion remove existing trade fixtures owned by Landlord and replace them with trade fixtures Tenant has purchased. During the Term, Tenant shall properly store, at its own costs, any of Landlord's trade fixtures removed by Tenant. At the termination of the Lease, Tenant shall restore the Leased Premises to the condition which existed at the beginning of the Term, including reinstalling trade fixtures owned by Landlord (if any were uninstalled). If for some reason Trade Fixtures of the Landlord were damaged during their removal, any replacement must be of similar or equal cost and approved in writing by Landlord prior to the termination of this Lease.

19) **Tenant's Covenants.** Tenant covenants that it shall:

   a. Comply with all laws, orders, regulations, rules, ordinances and covenants of any governmental body having jurisdiction over the Leased Premises;
   b. Give to Landlord prompt written notice of any accident, fire defect, or damage occurring on or to the Leased Premises;
   c. Keep the Leased Premises sufficiently heated to prevent freezing of pipes, waterlines and fixtures;
   d. Keep the Leased Premises orderly, clean, sanitary and free from objectionable odors and insects, vermin, pets (except as provided herein) pests or nuisances;
   e. Do all things reasonably possible to prevent the filing of any mechanics' or other liens against the Leased Premises or any part thereof by reason of work, labor, services or materials furnished or claimed to have been furnished to Tenant, or anyone holding the Leased Premises or any part thereof, through or under Tenant. If any lien is filed against the Leased Premises, Tenant shall either cause it to be discharged within twenty (20) days after the date of the filing, or if Tenant, in Tenants' discretion and in good faith, determines the lien should be contested, Tenant shall furnish such security as may be necessary or required to prevent any foreclosure against Tenant's or Landlord's interest in the Leased Premises. If Tenant fails to discharge such lien within such period, or fails to furnish adequate security, then in addition to any other right of remedy of Landlord, Landlord may, but shall not be obligated to, discharge the lien either by paying the amount claimed or by procuring the discharge of such lien by obtaining security or in any other manner available to Landlord and such costs shall be considered Operating Expenses. Nothing in this section shall imply any consent or agreement on the part of Landlord to subject Landlord's interest in the Leased Premises to liability under any mechanics' or other lien law;
   f. Repay Landlord, as Operating Expenses, on demand, all sums disbursed or deposited by Landlord pursuant to the provisions of this Lease, including Landlord's costs, expenses and reasonable attorneys' fees incurred by Landlord in connection therewith;
   g. Obtain and maintain in force the liability insurance required hereby;
   h. Not permit anyone other than employees, agents, servants and business invitees to remain in or loiter upon the Leased Premises;

i. Comply with all reasonable rules and regulations that may be established, from time to time, by Landlord.
j. Not do or allow anything objectionable to the insurance companies insuring the Leased Premises, which would void or suspend those insurance policies, or be rated as a more hazardous risk than at the date when Tenant receives possession. In the event of breach of this covenant, in addition to all other remedies of Landlord, Tenant shall pay to Landlord as Operating Expenses any increase in insurance premiums;
k. Permit waste upon the Leased Premises or any other nuisance; and
l. In the event the Town of Jackson or Teton County imposes any increased tax assessment or increased mill levy, Tenant shall pay to Landlord as Operating Expenses, any such increase.

20) **Landlord's Covenants of Quiet Enjoyment**. Landlord covenants that Tenant, upon paying the Rent and performing the Tenant's covenants, shall peacefully and quietly have, hold and enjoy the Leased Premises during the term hereof, unless specifically provided to the contrary herein.

21) **Sale of Leased Premises**. Tenant agrees that Landlord is free to sell the Leased Premises during the Term. If Landlord intends to sell and/or market the Leased Premises for sale, it shall give Tenant good faith notice of such intention as early as possible (preferably before a sales contract is actually signed). If a contract for the sale of Leased Premises is entered into by Landlord and a buyer during the Term, Landlord shall contemporaneously with the execution of that sales contract notify Tenant that the Leased Premises are under contract for sale. Any such sale shall be subject to this lease as amended or extended which shall remain in full force and effect.

22) **Payment After Termination**. Should Tenant hold possession of the Leased Premises after the expiration of the Term, with the consent of the Landlord, Tenant shall become a month- to-month tenant on all terms of this Lease.

23) **Surrender of Leased Premises**. Upon the termination of this Lease, Tenant shall surrender the Leased Premises to Landlord in as good a condition as at the beginning of the term, reasonable wear and tear excepted, together with all alterations, interior decorations, additions and improvements that may have been made during the term, except for Tenant's Trade Fixtures it purchased or otherwise subject to Paragraph 19 (Trade Fixtures). Notwithstanding any other provision to the contrary in this Lease, any personal property, or trade fixtures, remaining in the Leased Premises following the expiration or termination hereof shall be deemed to be the property of Landlord and may be disposed of by the Landlord in its sole discretion without liability to the Tenant. Landlord may also charge Tenant all reasonable costs and expenses incurred in removing Tenant's abandoned property from the Premises and such costs shall be considered Operating Expenses.

24) **Damage or Destruction to Leased Premises**. If the Leased Premises are damaged by fire, the elements, unavoidable accident or other casualty, without the fault or negligence of Tenant, or Tenant's agents, visitors, licensees, invitees or sub-tenants, and the Leased Premises are not rendered untenantable in whole or in part, Landlord shall cause the damage to be repaired, such costs shall be considered as Operating Expenses and the Rent shall not be abated. If, as a result, the Leased Premises are rendered untenantable only in part, Landlord shall promptly cause the damage to be repaired and the Rent, during such period of repair, shall be abated proportionately to the portion of Leased Premises rendered untenantable but the costs of repair shall be considered Operating Expenses. If, as a result, the Leased Premises are rendered wholly untenantable, Landlord shall, at its option, either: (i) cause the damage to be repaired at its expense and the Rent, during such period of repair, shall be abated in whole but the Term shall not be extended; or (ii) declare the balance of the term hereof to be null and void. Subject to the next sentence, if repairs cannot be completed within three months, Tenant has the right to terminate the Lease. If any damage or destruction occurring to the Leased Premises, whether partial or complete, is caused as the result of the fault or any negligence of Tenant or Tenant's guests, invitees, agents, licensees or sub-tenants,

there shall be no apportionment or abatement of Rent during the Term and Tenant shall be solely responsible for restoring the Leased Premises.

25) **Tenant's Property.** Landlord shall not be liable for any damage or loss to property of Tenant or of others located on the Leased Premises by theft or otherwise. Landlord shall not be liable for any damage caused by other tenants or persons in the Leased Premises, occupants of adjacent property, or the public, or caused by operations in construction of any private or public work. Landlord shall not be liable for any latent defect in the Leased Premises. All property of Tenant or its subtenants kept or stored on the Leased Premises is done so at the risk of Tenant only, and Tenant shall hold Landlord harmless from any claims arising out of damage to the same, including subrogation claims by Tenant's insurance carrier, unless such damage shall be caused by the willful act or gross neglect of Landlord.

26) **Default by Tenant.**

a. Failure to pay Rent or Operating Expenses which failure continues for 10 (10) business days from the original due date constitutes a Default. Abandonment of the Leased Premises, the filing of a petition for bankruptcy, or appointment of a receiver, or failure to observe or perform any of the other terms of this Lease for a period of twenty (20) days after written notice of such failure constitutes a Default. In the event of a Default, Landlord may (i) terminate this lease or (ii) re-enter the Leased Premises and take possession of the Leased Premises without termination. In either event, Tenant shall immediately vacate the Leased Premises and deliver possession to Landlord. Both remedies of Landlord may be taken with or without legal proceedings, using such force as may be necessary. Further, Landlord has the right to remove from the Leased Premises any of Tenant's personal property without liability for breach of the covenants of this Lease, and without being guilty of trespass or forcible entry and detainer. Tenant hereby grants to Landlord a "landlord's lien" in and to its personal property, fixtures and improvements to the Leased Premises in order to secure all of Tenant's covenants and obligations hereunder and Landlord, may, at its election, file a UCC statement for such lien and security interest.

b. If Landlord Terminates the Lease, it may remove Tenant and its Property from the Leased Premises. Tenant shall remain liable for all Rent, Operating Expenses, and other amounts due under the Lease until Landlord can lease the Leased Premises to another Tenant of Landlord's choosing at such rental and on such other terms and conditions as Landlord, in its sole discretion, may deem advisable. Landlord shall take all necessary and reasonable actions to find another Tenant in order to fulfill its duty to mitigate its damages, if any. All amounts due under the Lease shall be immediately due and payable by Tenant to Landlord at the time proscribed by the Lease and shall accrue interest as set forth in this Lease.

c. If Landlord elects not to terminate and to re-enter the premises, no such re-entry or taking possession of the Leased Property by Landlord shall be construed as an election on its part to terminate this Lease unless a written notice of such intention is given to Tenant or unless termination thereof is decreed by a court of competent jurisdiction. Notwithstanding any such re-letting without termination, the Landlord may at any time thereafter elect to terminate this Lease for such previous breach and the provisions of Section (b) shall apply. Landlord, after taking possession, may re-lease the Leased Premises for such time and on such reasonable terms as Landlord, in its sole reasonable discretion, shall determine. Landlord shall take all necessary and reasonable actions to find another Tenant in order to fulfil its duty to mitigate its damages, if any. Any proceeds from re-leasing the Leased Premises shall first be applied to the expenses of re-letting, including redecoration, repair, alteration, advertisement, brokerage, legal, and other reasonably necessary expenses and Tenant shall pay to Landlord all such expenses as Operating Expenses. If the proceeds from re-leasing are, after payment of

expenses, insufficient to pay the full amount of Rent under this Lease, Tenant shall pay such deficiency to Landlord monthly on demand as it becomes due.

d. All of Landlord's remedies under this Lease are non-exclusive and shall be in addition to all other remedies Landlord may have at law or Equity. Waiver by Landlord of any breach of this Lease shall be effective only if it is in writing and shall not be deemed a waiver of any other breach, or subsequent breach of the same obligation. Landlord's acceptance of any payment by Tenant does not constitute a waiver of any breach by the Tenant and if the acceptance occurs after Landlord's notice of Termination or of Tenant's right to possession, the acceptance shall not affect the termination or reinstate Tenant's right to possession.

26) Accord and Satisfaction. No payment by Tenant or receipt by Landlord of an amount less than the amount due and no endorsement or statement on any check or letter accompanying a check shall be deemed an accord and satisfaction and Landlord may accept such check without prejudice to Landlord's rights to recover the balance due or to pursue any other remedy of this Lease.

27) Abandonment of Leased Premises. If Tenant shall abandon (lack of presence for more than three weeks uninterrupted) or vacate the Leased Premises before the termination of the Lease, or if Landlord re-enters the Leased Premises without termination, Landlord may, at its option and without notice to Tenant, enter the Leased Premises, and re-let the same, or any part thereof, as it may see fit, without thereby voiding or terminating this Lease, and, for the purpose of such re-letting, Landlord is authorized to make any repairs, changes, alterations or additions in or to the Leased Premises, as may, in the sole reasonable discretion of Landlord, be necessary or desirable for the purpose of such re-letting, and if a sufficient sum shall not be realized from such re-letting each month to equal the monthly rental and other charges required of Tenant hereunder, then Tenant agrees to pay such deficiency as Operating Expenses.

28) Involuntary Assignment and Bankruptcy. Neither the Lease, nor the Leasehold estate shall be subject to involuntary assignment, transfer or sale, or to assignment or sale by operation of law in any manner (except through testate or intestate succession) and any such attempt shall be void and of no effect. Further and without limiting the foregoing, if Tenant files or is subject to bankruptcy filings, is deemed insolvent or makes an assignment for the benefit of creditors, has a receiver appointed and any of the foregoing are not dismissed, discharged or overturned within twenty (20) days, the above shall constitute a breach of this Lease and at the election of the Landlord, Landlord may terminate this lease and all rights of the Tenant hereunder and any person or entity claiming by or through the Tenant.

29) Waiver of Breach. The waiver by Landlord or Tenant of any breach of any term, covenant or condition of this Lease shall not be deemed to be a waiver of item or any subsequent breach of the same or any other item. None of the terms, covenants or conditions hereof can be waived without the written consent of the Landlord.

30) Attorneys' Fees. In the event a lawsuit, mediation, or arbitration is brought to enforce the terms and conditions of this Lease, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs and both parties agree that they ask the judge, mediator, or arbitrator "which party is the prevailing party" to such lawsuit.

31) Indemnification. Tenant shall indemnify Landlord and save it harmless from and against all claims, actions, damages, liability and expense (including attorneys' fees) in connection with loss of life, personal injury or damage to property occurring in or about, or arising out of or from the Leased Premises and adjacent sidewalks and areas, or the occupancy or use of Leased Premises by Tenant or its sub-tenants, or occasioned wholly or in part by any act or omission of Tenant, its agents, licensees, invitees, and guests. Landlord shall indemnify Tenant and save it harmless from and against all claims, actions, damages, liability and expense (including attorneys' fees) in connection with loss of life, personal injury or damage to property occurring in or about, or arising out of or

from the Leased Premises and adjacent sidewalks and areas, or the occupancy or use of Leased Premises by Landlord, its agents, licensees, invitees, and guests if such was caused by the willful act or gross negligence of Landlord, its agents, licensees, invitees and guests.

32) **Redevelopment of Property**. Tenant agrees that Landlord may decide to redevelop and reconstruct the Leased Premises and the building in which they are contained subject to the following conditions: a) Landlord will give Tenant at least one months' notice of its intention to begin construction (specifying the nature of the work, the layout of the new building and Tenant's new space as well as the proposed new rental), which will take place, if possible, during the fall or spring "off seasons"; b) If Tenant is not required to vacate the Leased Premises, the work will be done in a manner so as to inconvenience Tenant and affect its business as little as possible under the circumstances, and if Tenant's business revenues are materially reduced, Tenant's rent shall be abated proportionately; c) if the work requires Tenant to vacate the premises, such as in the case of the complete demolition and reconstruction of the building, Tenant's rent shall fully abate for such period; d) the Base rent shall be adjusted to reflect any increase in the fair market rental of the Leased Premises as a result of the redevelopment; and e) if Tenant does not find its new space or the new rent acceptable, it may cancel this Lease by written notice delivered to Landlord at least sixty days prior to the beginning of construction.

33) **Notices**. Notices required to be given to the parties to this Lease shall be transmitted by one of the following methods: email; hand delivery; fax; prepaid overnight courier; or by postage paid certified mail, return receipt requested, at the address set forth below for said party; or at such other address as one party notifies the other in writing pursuant to this paragraph. Notice shall be effective when sent via email or fax, when hand delivered, one (1) day after being deposited with an overnight courier or five (5) business days after being placed in the mail.

To Landlord:
Tyler Davis
P.O. Box 12111
Jackson, WY 83002
tylerdavis34@ymail.com

To Tenant:
Tyler Davis
PO Box 12111
Jackson, WY 83002
tylerdavis34@ymail.com

34) **Entire Agreement**. This Lease contains the entire agreement of the parties on the subject matters dealt with herein and supersedes all prior and contemporaneous agreements and understandings of the parties. Unless set forth in this Lease, no representations, warranties, covenants, contracts, promises or undertakings shall have been made by any party.

35) **Miscellaneous**.

a. Time is of the essence.
b. The parties may execute a short-form memorandum of this Lease in recordable form which may, at either party's option, be placed of record in the Teton County land records.
c. No partnership or joint venture is created by this Lease. Landlord and Tenant shall be construed to be that relationship of landlord and tenant only.
d. Paragraph headings in this Lease are for convenience only and are not to be construed as a part hereof or in any way defining, limiting, or amplifying the provisions hereof. The words

"Landlord" and "Tenant," as herein used, shall include the plural as well as the singular. The neuter gender includes the masculine and feminine. Landlord and Tenant agree that if any term, covenant, or condition of this Lease is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, or conditions shall in no way affect any other term, covenant, or condition of this Lease.

e. All the terms of this Lease shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, permitted successors, permitted assigns and legal representatives.

f. This Lease shall be construed and enforced in accordance with and pursuant to governing Wyoming law.

g. Tenant may not set off against Rent or Operating Expenses, or other sums due any claims that Tenant has or thinks it has against Landlord.

h. This Lease may be executed in multiple counterparts, each of which will be deemed an original but all of which counterparts collectively shall constitute one document. Signatures may be exchanged by fax, or scan and email, which signatures shall be accepted and binding as originals.

i. Tenant shall at any time upon not less than five (5) days prior written notice from Landlord, execute, acknowledge and deliver to Landlord a statement in writing certifying that this Lease is unmodified and in full force and effect (or if modified, stating the nature of such modification) and the date to which the Rent and other charges are paid in advance, and acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such default if any. Any such statement may be conclusively relied upon by any prospective purchaser or encumbrance to the Leased Premises. Failure to provide such certificate shall constitute a material breach of this Lease.

j. The parties agree that the venue of any action filed relating to this Lease shall be in the District Court of Teton County, Wyoming, Ninth Judicial District, except that any action for forcible detainer shall be in the Circuit Court of Teton, County, Wyoming; and further provided that if Landlord should bring an action under the forcible detainer law, **Tenant agrees that demand for a jury trial would have the effect of creating an unnecessary delay in taking advantage of what is intended to be a summary proceeding and, accordingly, as a material consideration for Landlord's agreement to enter into this Lease, Tenant hereby waives any jury trial and agrees that it will not demand a trial by jury in such event**.

k. If either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of labor troubles, inability to procure material, failure of power, restrictive governmental laws or regulations, riots, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms hereof, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

l. No amendment or modification hereof shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution hereof.

36) Joint & Several Obligations. All obligations of Landlord and of the Tenant are joint and several.

IN WITNESS WHEREOF, the parties hereto have executed this Lease to be effective as of the Effective Date.

Landlord:
860 HWY 89, LLC

Tyler Davis
9/10/21
Date

Tenant:
Movieworks, LLC

Tyler Davis
9/16/21
Date

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION
Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information


Please note that this form CANNOT be submitted in place of your Annual Report.

Name	Movieworks LLC
Filing ID	2021-001012599
Type	Limited Liability Company
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Wyoming	Filing Date	06/13/2021 3:07 PM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Principal Address

860 S Hwy 89
Jackson, wy 83001

Mailing Address

po box 12111
jackson, wy 83002

Registered Agent Address

Tyler Davis
1140 HWY 22
PO Box 12111
Jackson, WY 83001

Parties

Type	Name / Organization / Address
Organizer	Tyler Davis 1140 Hwy 22

Notes

Date	Recorded By	Note

Annual Report History

Num	Status	Date	Year	Tax

Amendment History

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: 112

License Fees

Annual Fee: $ 1500.00

Prorated Fee: $ _____

Transfer Fee: $ _____

Publishing Fee: $ 100.00

Publishing Fee Direct Billed to Applicant: ☐

Date filed with clerk: 1 / 3 / 2022

Advertising Dates: (2 Weeks) 2/2/22 & 2/9/22

Hearing Date: 2 / 22 / 22

License Term: 4 (Month) / 1 (Day) / 22 (Year) Through 3 (Month) / 31 (Day) / 23 (Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: NEB LLC

Trade/Business Name (dba): Sidewinders

Building to be licensed/Building Address: 945 W Broadway (Number & Street)

Jackson (City) WY (State) 83001 (Zip) Teton (County)

Local Mailing Address: PO Box 7391 (Number & Street or P.O. Box)

Jackson (City) WY (State) 83002 (Zip)

Local Business Telephone Number: (307) 734-5766 Fax Number: ( )

Business E-Mail Address: jdrice@bresnan.net nicole@bcrg.com

FILING IN (CHOOSE ONLY ONE)

☒ CITY OF: Jackson

☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☒ LLC
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY (BAR)
☐ OFF-PREMISE ONLY (PACKAGE STORE)
☒ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY

☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☒ FULL TIME (e.g. Jan through Dec) (specify months of operation) from _____ to _____

☐ SEASONAL/PART-TIME DAYS OF WEEK (e.g. Mon through Sat) from MON to SUN

☐ NON-OPERATIONAL/PARKED HOURS OF OPERATION (e.g. 10a - 2a) from 11:30am to 10pm

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)

(a) **OWN** the licensed building? ☒ YES (own)

(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☐ YES (lease)

(c) **LEASE** is current and on file with the licensing authority & Liquor Division.

If the lease is not current, please submit a copy pf the lease and indicate:

(i) When the lease expires, located on page_____paragraph_____of lease.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page_____ paragraph_____of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)
(Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $ 764165.4 (19.85 %)
(Line 2) Food Sales: $ 3092775.35 (80.15 %)
(Line 3) Gross Sales: $ 3858940.74 100 %)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☐ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesale malt beverage license with the Liquor Division)

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer**, **and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Joe Rice	[redacted]	[redacted]	[redacted]	~~[redacted]~~ 24	95	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) ***SS.***
COUNTY OF Teton)

Signed and sworn to before me on this 14th day of December, 2021 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)		Joseph M Rice	
2)			
3)			
4)			

Witness my hand and official seal:

Signature of Notary Public

(SEAL) David J. Peters - Notary Public, COUNTY OF TETON, STATE OF WYOMING, MY COMMISSION EXPIRES JUNE 6, 2024

My commission expires: 6.06.24

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: Joseph (First Name) Matthew (Full Middle Name) Rice (Last Name)

Date of Birth: [redacted] Driver License: [redacted] (State / Number)

Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 14th day of Wyoming, 2021.

(SEAL)

David J. Peters - Notary Public
COUNTY OF TETON
STATE OF WYOMING
MY COMMISSION EXPIRES JUNE 6, 2024

Notary Public or officer authorized to administer oaths

Rev 10/2020

Issued by:

WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES
2219 CAREY AVE
CHEYENNE, WY 82002

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 4375

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Issued to:

SIDEWINDERS
545 BROADWAY/PO BOX 4996
JACKSON, WY 83001

SIDEWINDERS
ATTN: JOE M RICE
PO BOX 7391
JACKSON, WY 83002

EXPIRATION DATE:
6/10/2022

Director of Dept. of Ag

THIS LICENSE MUST BE CURRENT
AND POSTED CONSPICUOUSLY
AT THE PHYSICAL LOCATION

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION
Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information

Please note that this form CANNOT be submitted in place of your Annual Report.

Name	NEB LLC
Filing ID	1997-000319916
Type	Limited Liability Company
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type	Flexible Limited Liability Company	Standing - Other	Good
Formed in	Wyoming	Filing Date	02/21/1997 12:00 AM
Term of Duration	Expires	Delayed Effective Date	
		Inactive Date	

Principal Address

PO Box 7391
Jackson, WY 83002

Mailing Address

c/o Sorensen & Flanagan, LLC
PO Box 1845
Jackson, WY 83001

Registered Agent Address

Joseph M Rice
160 N Cache
Jackson, WY 83001

Parties

Type	Name / Organization / Address

Notes

Date	Recorded By	Note

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: _____

License Fees

Annual Fee: $ 1514.00

Prorated Fee: $ _____

Transfer Fee: $ _____

Publishing Fee: $ 100.00

Publishing Fee Direct Billed to Applicant: ☐

Date filed with clerk: 1 / 6 / 22

Advertising Dates: (2 Weeks) 2/2/2022 & 2/9/2022

Hearing Date: 2 / 22 / 2022

License Term: 4 (Month) 3 / 1 (Day) / 22 (Year) Through 3 (Month) / 31 (Day) / 23 (Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: Nicolas Sosa

Trade/Business Name (dba): Tacos y Tortillas El Metate

Building to be licensed/Building Address: 850 West Broadway (Number & Street)

Jackson (City) WY (State) 83001 (Zip) Teton (County)

Local Mailing Address: P.O. Box 14897 (Number & Street or P.O. Box)

Jackson (City) Wyoming (State) 83002 (Zip)

Local Business Telephone Number: (307-) 734-9030 Fax Number: ( )

Business E-Mail Address: _____

FILING IN (CHOOSE ONLY ONE)

- ☐ CITY OF: _____
- ☑ COUNTY OF: Teton

FILING AS (CHOOSE ONLY ONE)

- ☑ INDIVIDUAL
- ☐ PARTNERSHIP
- ☐ LP/LLP
- ☐ LLC
- ☐ CORPORATION
- ☐ LTD PARTNERSHIP
- ☐ ORGANIZATION
- ☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

- ☐ ON-PREMISE ONLY (BAR)
- ☐ OFF-PREMISE ONLY (PACKAGE STORE)
- ☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)
- ☑ RESTAURANT LIQUOR LICENSE
- ☐ RESORT LIQUOR LICENSE
- ☐ BAR AND GRILL

LIMITED RETAIL (CLUB)

- ☐ VETERANS CLUB
- ☐ FRATERNAL CLUB
- ☐ GOLF CLUB
- ☐ SOCIAL CLUB

- ☐ MICROBREWERY
- ☐ WINERY
- ☐ DISTILLERY SATELLITE
- ☐ WINERY SATELLITE
- ☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

- ☐ CONVENTION FACILITY
- ☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
- ☐ GOLF CLUB
- ☐ GUEST RANCH
- ☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☑ FULL TIME (e.g. Jan through Dec)	(specify months of operation)	from Jan to Dec
☐ SEASONAL/PART-TIME	DAYS OF WEEK (e.g. Mon through Sat)	from Tuesday to Sunday
☐ NON-OPERATIONAL/PARKED	HOURS OF OPERATION (e.g. 10a - 2a)	from 10:30 am to 8:00 pm

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)
   - (a) **OWN** the licensed building? ☐ YES (own)
   - (b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☑ YES (lease)
   - (c) **LEASE** is current and on file with the licensing authority & Liquor Division.

     If the lease is not current, please submit a copy pf the lease and indicate:

     (i) When the lease expires, located on page_____paragraph_____of lease.

     (ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page_____ paragraph_____of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)

(Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $ 23,520 (____ %)
(Line 2) Food Sales: $ 24,830 (____ %)
(Line 3) Gross Sales: $ 48,350 (____ %)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☐ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesale malt beverage license with the Liquor Division)

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Nicolas Sosa	[redacted]	[redacted]	[redacted]	[redacted] NO ☐	YES ☐ NO ☑	YES ☐ NO ☑
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer**, **and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) SS.
COUNTY OF Teton)

Signed and sworn to before me on this 6th day of January, 20 22 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	Nicolas Sosa Pres	Nicolas Sosa Pres	owner
2)			
3)			
4)			

SHELLIE M ARELLANO - NOTARY PUBLIC
COUNTY OF TETON STATE OF WYOMING
MY COMMISSION EXPIRES 5.2.24

Witness my hand and official seal:

Shellie M Arellano
Signature of Notary Public

(SEAL) My commission expires: 5.2.24

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

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PLEASE PRINT:

Legal Name: Nicolas (First Name) _____ (Full Middle Name) Sosa (Last Name)

Date of Birth: [redacted] Driver License: [redacted] (State / Number)

Nicolas Sosa
Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 6th day of January, 2022.

(SEAL)

SHELLIE M ARELLANO - NOTARY PUBLIC
COUNTY OF TETON STATE OF WYOMING
MY COMMISSION EXPIRES 5.2.24

Shellie M Arellano
Notary Public or officer authorized to administer oaths

Rev 10/2020

LEASE EXTENSION AGREEMENT
LANDLORD -EL METATE ,SOSA PEREZ NICHOLAS

This lease Extension Agreement is made and entered into be effective as of the 1st day of January ,2022, by and between Ly Investments LLC, Salomon Ly and Molly c Ly husband and wife (landlord) and El Metate (Tenant)

RECITALS

The parties entered into that certain Lease Agreement date January 1st,2022 Landlord lease certain real property and improvements located at 850 w Broadway, Jackson, Wyoming to Tenant operates certain retail
Landlord has agree to extend the lease for additional Three (5) year .

Now therefore, in consideration of mutual covenants ,agreements and undertaking herein, the parties agree as follows;

1. Extension of the lease Term The lease term shall terminate on December 31st 2027 unless sooner terminated or extended under the provision of the lease .

2 Lease Governs Except as expressly modifies herein, the term of the lease shall govern.

3.The lease also specifies that the bass rent shall be increase minimum of 3% each year and a maximum of 5%
Base Monthly Rent staring January 1 ,2022 to December = $[redacted]
(Thirty nine hundred per months)

Date of this 23th day of December ,2021

Salomon Ly , Landlord

Molly c Ly, Landlord

Sosa Perez Nicholas , Tenant

Keep this your old Lease

Commercial Lease Agreement
(El Metate / Ly)

This Lease Agreement (the "Lease") is made and entered into to be effective as of September 1, 2016. (the "Effective Date"), by and between Salomon and Molly Ly, dba Ly Investments, LLC with a mailing address of P.O. Box 10576 Jackson, WY 83002 ("Landlord"), and Nicholas Sosa DBA Tacos y Totillas El Metate , a sole proprietorship restaurant based in Teton County, Wyoming, with a mailing address of P.O. Box 1989 7 , Jackson, WY 83002 and a telephone number of (307) 200-6108 ("Tenant").

Recitals:

- Landlord is the owner of real property and improvements located at 850 West Broadway, Jackson, WY, including Suite H (known as the former El Metate Restaurant, northernmost suite in commercial property), a total of ~1,740 square feet, more or less (the "Leased Premises"); and

- Landlord is in the process of restoring the entire property located at 850 West Broadway to a habitable condition following a fire in the building; and

- Tenant leased a portion of the building at 850 West Broadway when the April 19, 2015 fire in the building rendered its leasehold premises uninhabitable; and

- Landlord and Tenant mutually agree that both parties wish to enter into this Lease Agreement for the Leased Premises;

- Landlord and Tenant have agreed to cooperate to construct the Leased Premises in a manner satisfactory to Tenant, and have set forth the Landlords' and Tenants' respective responsibilities on Exhibit A, attached hereto and expressly made a part of this Lease.

In consideration of the foregoing recitals, together with the covenants and agreements contained herein, the parties agree as follows:

- Lease of Leased Premises. Landlord agrees to lease to Tenant and Tenant agrees to lease from Landlord the Leased Premises (as defined in the recitals above), on the terms and conditions set forth in this Lease.

2) Term of Lease. The term of this Lease shall be five (5) years, and three months beginning on the Effective Date and ending at 12 noon on December 31, 2021, unless sooner terminated under the provisions of this Agreement (the "Term"). As set forth hereinbelow, the rate of rent for the first three (3) months of the first term, which period shall end on September 30, 2016, shall be tenant's contributed value of tenant improvements, as those improvements are set forth on Exhibit A, attached hereto and incorporated herein by this reference. Also as further set forth herein, the rate of cash rent for the remainder of calendar year 2016, (being the months of October, November and December,

2016) as well as the first calendar year of the first term during which cash rent shall be due and payable, starting January 1, 2017, shall be two thousand eight hundred dollars ($2,800.00) per month.

3) Options to Extend Lease. By the terms of this instrument, **Tenant shall have no option to renew** this lease. **However, if Tenant wishes to pursue a lease extension**, Tenant is advised to notify Landlord in writing 180 days prior to the expiration of the term of this lease. That timely written notification date is hereby declared to be Monday, March 1, 2021. Tenant's failure to timely notify Landlord in writing of Tenant's desire to negotiate a subsequent lease term shall constitute a waiver of the prospect of a subsequent lease term.

4) Rent and Payment. Tenant agrees and covenants to pay as rent (the "Rent") to Landlord the following amounts per month in advance on the first of each month during the term of this lease on a monthly basis, except that no monthly rent shall be due during the initial lease term until a certificate of occupancy for the Leased Premises is issued by the Town of Jackson:

Term:

[redacted]

- Payment Terms. All Rent payments shall be tendered in lawful United States currency, without any set-off or deduction whatsoever, made payable to Landlord, and delivered to Landlord at the mailing address set forth above, or at such other place as Landlord may designate in writing from time to time.
- Late Payment Charges. If the Rent or any amount due under this Lease from Tenant is not received by Landlord within five (5) days after such amount was due, Tenant shall be in Default and Tenant shall pay Landlord a late charge of twelve percent (12%) of such overdue amount.

5) Personal Property Taxes. Tenant shall be liable for taxes levied against its personal property, trade fixtures and other property placed by Tenant in, on or about the Leased Premises.

6) Taxes and Assessments. Landlord shall pay all real estate taxes and assessments, and any other governmental charges, assessments or taxes pertaining to the Leased Premises during the Term of this Lease.

7) Utilities. The costs of all separately metered utility services (water, electricity, telephone, internet, and gas) will be the responsibility of the tenant.

8) Insurance.

a) Landlord shall maintain fire and extended "all risk" insurance coverage on the Leased Premises in amounts sufficient to replace or rebuild the Leased Premises in a code compliant condition equal to or better than the premises existing at the time of this Agreement. Landlord shall furnish copies of its certificate of insurance for the Leased Premises upon Tenant's request.

b) Tenant shall maintain general commercial liability insurance for its occupancy and use of the leased premises, and shall maintain casualty insurance upon the tenant's improvements within the Leased Premises and upon its personal property within the Leased Premises. **Tenant shall furnish copies of its certificate of insurance for the Leased Premises upon Landlord's request. Failure to provide proof of insurance within five (5) business days of Tenant's receipt of Landlord's written demand, which Landlord's writing may be via email &/or written letter, shall be an event of default, which default Landlord may declare and enforce at any time.**

9) Use of Leased Premises: Tenant shall have the right to utilize the Leased Premises in any manner consistent with or incidental to its business engaged in the commercial sale of prepared food or as a restaurant. Tenant shall use the Leased Premises only for purposes not prohibited by the laws, regulations, covenants and ordinances of all governmental entities having jurisdiction over the Leased Premises. Tenant agrees at its sole expense to comply with and conform to all of the requirements of all governmental authorities having jurisdiction over the Leased Premises and Tenant's business during the term of this Lease.

10) Right to Sublease/Right of Assignment. Tenant shall have the right to sublease the space subject to Landlord's approval, which approval may be withheld in the sole and absolute discretion of the Landlord. The right to assign the Lease shall be subject to Landlord's approval, which approval may be withheld in the sole and absolute discretion of the Landlord. Landlord may, in Landlord's sole and absolute discretion, withhold approval to Tenant's proposal to sublease or assign the Leased Premises.

11) Repair and Maintenance. Tenant will assume costs associated with repairs and maintenance of the interior of the Leased Premises, except to the extent responsibility for maintaining a portion of the premises is assigned to the Landlord in the following paragraph. Landlord will be responsible for maintenance of the roof, structure, HVAC system, exterior façade and walkways. Tenant shall not commit or permit any act or thing contrary to the laws, ordinances, rules and regulations of any governmental authority having jurisdiction over the Leased Premises. Tenant shall promptly notify Landlord in writing of any accident to, or defects with regards to the Leased Premises.

12) Landlord's Access. Landlord and its representatives may enter the Leased Premises at any reasonable time not during normal business hours after twelve hours phone notice for the purpose of: a) inspecting the Leased Premises to ascertain Tenant's compliance with this Lease; b) in order to make repairs, additions or alterations as Landlord deems necessary; c) to post notices of non-responsibility under mechanics' lien law; d) to show the Leased Premises for sale, lease or mortgage financing; or e) for any other reasonable purposes. In the exercise of its rights under this paragraph, Landlord shall not

unreasonably interfere with the conduct of Tenant's business.

13) Alterations. Tenant is entitled to make alterations of or additions to the Leased Premises. All additions or improvements made by Tenant, excepting Tenant's trade fixtures, shall be deemed a part of Leased Premises and shall remain upon and be surrendered with the Leased Premises at the termination of this Agreement. Tenant shall be responsible for obtaining all necessary building permits and governmental approvals at Tenant's sole cost, and Landlord shall cooperate to obtain such permits.

14) Signs. Tenant shall have the right to erect and maintain signs in, on or about the Leased Premises, provided, however, that, prior to posting signs on the exterior façade of the Leased Premises, Tenant shall comply with Town of Jackson exterior signage regulations and secure approval from Landlord as to such exterior façade sign's or signs' size, color, material, design, lighting, and location, which approval shall not be unreasonably withheld.

15) Tenant's Covenants. Tenant covenants that it shall:

a. Comply with all laws, orders, regulations, rules, ordinances and covenants of any governmental body having jurisdiction over the Leased Premises;
b. Give to Landlord prompt written notice of any accident, fire or damage occurring on or to the Leased Premises;
c. Keep the Leased Premises sufficiently heated to prevent freezing of pipes, waterlines and fixtures;
d. Keep the Leased Premises orderly, clean, sanitary and free from objectionable odors and insects, vermin, pets, pests or nuisances;
e. Do all things reasonably possible to prevent the filing of any mechanics' or other liens against the Leased Premises or any part thereof by reason of work, labor, services or materials furnished or claimed to have been furnished to Tenant, or anyone holding the Leased Premises or any part thereof, through or under Tenant. If any such lien shall be filed against the Leased Premises, Tenant shall either cause the same to be discharged of record within twenty (20) days after the notice of the filing of same, or if Tenant, in Tenants' discretion and in good faith, determines the lien should be contested, Tenant shall furnish such security as may be necessary or required to prevent any foreclosure against Tenant's or Landlord's interest in the Leased Premises. If Tenant fails to discharge such lien within such period, or fails to furnish adequate security, then in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the lien either by paying the amount claimed to be due or by procuring the discharge of such lien by obtaining security or in any other manner available to Landlord. Nothing in this section shall imply any consent or agreement on the part of Landlord to subject Landlord's interest in the Leased Premises to liability under any mechanics' or other lien law;
g. Obtain and maintain in force the liability insurance required hereby;
h. Not permit anyone other than employees, agents, servants and business invitees to remain in or loiter upon the Leased Premises;

i. Comply with all reasonable rules and regulations that may be established, from time to time, by Landlord.

k. Permit waste upon the Leased Premises or any other nuisance; and

16) Landlord's Covenants of Quiet Enjoyment. Landlord covenants that Tenant, upon paying the Rent and performing the Tenant's covenants, shall peacefully and quietly have, hold and enjoy the Leased Premises during the term hereof, provided, however, that Tenant shall accept the Leased Premises with acceptance of the localized effects, including shared parking resources, associated with adjacent and proximate business operations in enterprises that may include restaurants, furniture vendors, laundromats, and other lawful commercial establishments. Landlord shall maintain the common areas surrounding the building and the exterior of the leasehold premises in good working order and habitable condition. Landlord covenants to refrain from taking action, or failing to act in a manner contrary to Tenant's interests, in Landlord's management of the premises.

17) Sale of Leased Premises. Tenant agrees that Landlord is free to sell the Leased Premises during the Term. If Landlord elects to do so, Landlord shall contemporaneously with the execution of the listing agreement for the Leased Premises, notify Tenant that the Leased Premises have been listed for sale. If a contract for the sale of Leased Premises is entered into by Landlord and a buyer during the Term, Landlord shall contemporaneously with the execution of that sales contract notify Tenant that the Leased Premises are under contract for sale (the "Sale Notice"). Any such sale shall be subject to this lease as amended or extended.

18) Surrender of Leased Premises. Upon the termination of this Lease, Tenant shall surrender the Leased Premises to Landlord in as good a condition as at the beginning of the term, reasonable wear and tear excepted, together with all alterations, interior decorations, additions and improvements that may have been made during the term, excepting Tenant's trade fixtures. Any personal property remaining in the Leased Premises following the expiration or termination hereof shall be deemed to be the property of Landlord and may be disposed of by the Landlord in its sole discretion without liability to the Tenant.

19) Damage or Destruction to Leased Premises. If the Leased Premises are damaged by fire, the elements, unavoidable accident or other casualty, and the Leased Premises are not rendered untenantable in Tenant's sole discretion, Landlord shall cause the damage to be repaired timely and rent shall be abated until such repairs are completed. If, by reason of such occurrence, the Leased Premises shall be rendered wholly untenantable, Tenant shall have the option to either: (i) make a demand upon landlord (whose acquiescence and action shall not be unreasonably withheld) that the damage to be repaired and the Rent, during such period of repair, shall be abated in whole or (ii) declare the balance of the term hereof to be null and void. If, by reason of such occurrence, the Leased Premises shall be rendered wholly untenantable for a period of six (6) or more months, Landlord may terminate this Lease without further recourse.

20) Tenant's Property. Landlord shall not be liable for any damage or loss to property of Tenant or of others located on the Leased Premises by theft or otherwise. Landlord shall not be liable for any

damage caused by other tenants or persons in the Leased Premises, occupants of adjacent property, or the public, or caused by operations in construction of any private or public work. All property of Tenant or its subtenants kept or stored on the Leased Premises is done so at the risk of Tenant only.

21) Default by Tenant. Failure to pay Rent as set forth above which failure continues for fifteen (15) days from the original due date constitutes a Default. Failure to observe or perform any of the other terms of this Lease for a period of thirty (30) days after written notice of such failure constitutes a Default. In the event of a Default, Landlord may terminate this Lease. In the event of rightful termination by Landlord, Tenant shall vacate the Leased Premises and deliver possession to Landlord within sixty (60) days. All of Landlord's remedies under this Lease are non-exclusive and shall be in addition to all other remedies Landlord may have at law or equity. Landlord's acceptance of any payment by Tenant does not constitute a waiver of any breach by the Tenant.

22) Accord and Satisfaction. No payment by Tenant or receipt by Landlord of an amount less than the amount due and no endorsement or statement on any check or letter accompanying a check shall be deemed an accord and satisfaction and Landlord may accept such check without prejudice to Landlord's rights to recover the balance due or to pursue any other remedy of this Lease.

23) Abandonment of Leased Premises. If Tenant shall abandon (lack of presence for more than three weeks uninterrupted other than due to casualty) or vacate the Leased Premises before the termination of the Lease, or if Landlord re-enters the Leased Premises without termination, Landlord may, at its option and without notice to Tenant, enter the Leased Premises, and re-let the same, or any part thereof, as it may see fit, without thereby voiding or terminating this Lease, and, for the purpose of such re-letting, Landlord is authorized to make any repairs, changes, alterations or additions in or to the Leased Premises, as may, in the sole discretion of Landlord, be necessary or desirable for the purpose of such re-letting.

24) Involuntary Assignment and Bankruptcy. Neither the Lease, nor the Leasehold estate shall be subject to involuntary assignment, transfer or sale, or to assignment or sale by operation of law in any manner (except through testate or intestate succession) and any such attempt shall be void and of no effect. Further and without limiting the foregoing, if Tenant files or is subject to bankruptcy filings, is deemed insolvent or makes an assignment for the benefit of creditors, has a receiver appointed and any of the foregoing are not dismissed, discharged or overturned within twenty (20) days, the above shall constitute a breach of this Lease and at the election of the Landlord, Landlord may terminate this lease and all rights of the Tenant hereunder and any person or entity claiming by or through the Tenant.

25) Waiver of Breach. The waiver of any breach of any term, covenant or condition of this Lease shall not be deemed to be a waiver of item or any subsequent breach of the same or any other item. None of the terms, covenants or conditions hereof can be waived without the written consent of the party waiving the term or condition.

26) Attorneys' Fees. In the event a lawsuit is brought to enforce the terms and conditions of this Lease, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

27) Indemnification. Tenant shall indemnify Landlord and save it harmless from and against all claims, actions, damages, liability and expense (including attorneys' fees) in connection with loss of life, personal injury or damage to property occurring in or about, or arising out of or from the Leased Premises and adjacent sidewalks and areas, or the occupancy or use of Leased Premises by Tenant or its sub-tenants, or occasioned wholly or in part by any act or omission of Tenant, its agents, licensees, invitees, and guests. No termination or expiration of this Lease shall affect any indemnities or other obligations of Tenant hereunder, which are incurred during the term or after default. Landlord shall indemnify Tenant and save it harmless from and against all claims, actions, damages, liability and expense (including attorneys' fees) in connection with loss of life, personal injury or damage to property occurring in or about, or arising out of the exterior of the Leased Premises, common areas around the Leased Premises, and adjacent sidewalks and parking areas. No termination or expiration of this Lease shall affect any indemnities or other obligations of Landlord hereunder, which are incurred during the term or after default.

28) Notices. Notices required to be given to the parties to this Lease shall be transmitted by one of the following methods: email; hand delivery; fax; prepaid overnight courier; or by postage paid certified mail, return receipt requested, at the address set forth below for said party; or at such other address as one party notifies the other in writing pursuant to this paragraph. Notice shall be effective when sent via email or fax, when hand delivered, one (1) day after being deposited with an overnight courier or three (3) business days after being placed in the mail.

To Landlord:
Salomon and Molly Ly, dba Ly Investments, LLC,
P.O. Box 10576 Jackson, WY 83002

To Tenant:
El Metate Restaurant
P.O. Box xxxx, Jackson, WY 83001 or 83002

29) Entire Agreement. This Lease contains the entire agreement of the parties on the subject matters dealt with herein and supersedes all prior and contemporaneous agreements and understandings of the parties. Unless set forth in this Lease and with the exception of the agreement for construction of the Leased Premises, no representations, warranties, covenants, contracts, promises or undertakings shall have been made by any party.

30) Miscellaneous.

a. Time is of the essence.

b. The parties may execute a short-form memorandum of this Lease in recordable form which may, at either party's option, be placed of record in the Teton County land records.

c. No partnership or joint venture is created by this Lease. Landlord and Tenant shall be

construed to be that relationship of landlord and tenant only.

d. Paragraph headings in this Lease are for convenience only and are not to be construed as a part hereof or in any way defining, limiting, or amplifying the provisions hereof. The recitals section of this Lease is a material part of the Lease and is binding upon the Parties to the same extent as all other provisions of the Lease. The words "Landlord" and "Tenant," as herein used, shall include the plural as well as the singular. The neuter gender includes the masculine and feminine. Landlord and Tenant agree that if any term, covenant, or condition herein contained is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, or conditions shall in no way affect any other term, covenant, or condition of this Lease.

e. All the terms, covenants, and conditions hereof shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, permitted successors, permitted assigns and legal representatives.

f. This Lease and its provisions shall be construed and enforced in accordance with and pursuant to governing Wyoming law.

g. Tenant may not set off against Rent or other sums due any claims that Tenant has or thinks it has against Landlord.

h. This Lease may be executed in multiple counterparts and as executed shall constitute one agreement binding on all parties hereto.

J. The parties agree that the venue of any action filed relating to this Lease shall be in the District Court of Teton County, Wyoming, Ninth Judicial District, except that any action for forcible detainer shall be in the Circuit Court of Teton, County, Wyoming.

k. If either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of labor troubles, inability to procure material, failure of power, restrictive governmental laws or regulations, riots, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under the terms hereof, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

l. No amendment or modification hereof shall be valid or binding unless expressed in writing and executed by the parties hereto in the same manner as the execution hereof.

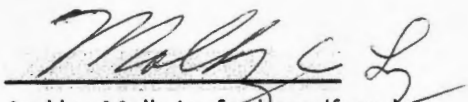
IN WITNESS WHEREOF, the parties hereto have executed this Lease to be effective as of the Effective Date.

Landlord:
Salomon Ly and Ly Investments, LLC

By: Salomon Ly, for himself and as Manager of Ly Investments, LLC

Tenant:
El Metate Restaurant, a sole proprietorship

By: Nicolas Sosa, Owner



And by: Molly Ly, for herself, and as a member of Ly Investments, LLC

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: 269

License Fees

Annual Fee: $ 1514.00

Prorated Fee: $ _____

Transfer Fee: $ _____

Publishing Fee: $ 100.00

Date filed with clerk: 1 / 3 / 2022

Advertising Dates: (2 Weeks) 2/2/22 & 2/9/22

Hearing Date: 2 / 22 / 22

Publishing Fee Direct Billed to Applicant: ☐

License Term: 4 / 1 / 22 (Month / Day / Year) Through 3 / 31 / 23 (Month / Day / Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: Persephone Bakery LLC

Trade/Business Name (dba): Persephone Bakery

Building to be licensed/Building Address: 145 E. Broadway (Number & Street)

Jackson (City) WY (State) 83001 (Zip) Teton (County)

Local Mailing Address: Po Box 2333 (Number & Street or P.O. Box)

Jackson (City) WY (State) 83001 (Zip)

Local Business Telephone Number: (307) 200-6708 Fax Number: (_____)

Business E-Mail Address: baez@persephonebakery.com

FILING IN (CHOOSE ONLY ONE)

☑ CITY OF: Jackson

☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☑ LLC
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY (BAR)
☐ OFF-PREMISE ONLY (PACKAGE STORE)
☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☑ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY

☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☑ FULL TIME (e.g. Jan through Dec) (specify months of operation) from JAN to DEC

☐ SEASONAL/PART-TIME DAYS OF WEEK (e.g. Mon through Sat) from Mon to Sun

☐ NON-OPERATIONAL/PARKED HOURS OF OPERATION (e.g. 10a - 2a) from 7am to 6pm

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)

(a) **OWN** the licensed building? ☐ YES (own)

(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☑ YES (lease)

(c) **LEASE** is current and on file with the licensing authority & Liquor Division.

If the lease is not current, please submit a copy pf the lease and indicate:

(i) When the lease expires, located on page_____paragraph_____of lease.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page_____ paragraph_____of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)
(Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $ 587,309 (39 %)
(Line 2) Food Sales: $ 921,798 (61 %)
(Line 3) Gross Sales: $ 1,509,107 (100 %)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☑ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesale malt beverage license with the Liquor Division)

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer**, **and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Night Moves, LLC. Kevin + Allison Cohane		[redacted]	[redacted]	2	68%	YES ☐ NO ☑	YES ☐ NO ☑
C Note Management, LLC Ted + Noa Staryk		[redacted]	[redacted]	2	25%	YES ☐ NO ☑	YES ☐ NO ☑
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) SS.
COUNTY OF Teton)

Signed and sworn to before me on this 8 day of December, 2021 that the facts alleged in the foregoing instrument are true by the following:

1) _____ Kevin Cohane owner
(Signature) (Printed Name) Title

2) _____ _____ _____
(Signature) (Printed Name) Title

3) _____ _____ _____
(Signature) (Printed Name) Title

4) _____ _____ _____
(Signature) (Printed Name) Title

Witness my hand and official seal: _____
Signature of Notary Public

GERRIT IZZO
State of Wyoming-Notary Public
County of Lincoln
(SEAL) My Commission Expires
January 31, 2023

My commission expires: _____

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: Kevin (First Name) Patrick (Full Middle Name) Cohane (Last Name)

Date of Birth: [redacted] Driver License: [redacted] / [redacted]
State / Number

Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 08 day of December, 2021.

(SEAL)

GERRIT IZZO
State of Wyoming-Notary Public
County of Lincoln
My Commission Expires
January 31, 2023

Notary Public or officer authorized to administer oaths

Rev 10/2020

Issued by:

WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES
2219 CAREY AVE
CHEYENNE, WY 82002

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 1967

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Issued to:

PERSEPHONE BAKERY
145 E BROADWAY
JACKSON, WY 83001

PERSEPHONE BAKERY
PERSEPHONE BAKERY
PO BOX 4271
JACKSON, WY 83001

EXPIRATION DATE:
9/11/2022

Director of Dept. of Ag

THIS LICENSE MUST BE CURRENT
AND POSTED CONSPICUOUSLY
AT THE PHYSICAL LOCATION

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION
Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information


Please note that this form CANNOT be submitted in place of your Annual Report.

Name	Persephone Bakery LLC
Filing ID	2010-000589647
Type	Limited Liability Company
Status	Inactive - Administratively Dissolved (Tax)

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Delinquent
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Wyoming	Filing Date	09/11/2010 10:34 AM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	11/09/2021

Principal Address

650 Elk Ave
Jackson, WY 83001

Mailing Address

po box 4271
jackson, WY 83001

Registered Agent Address

Kevin Cohane
3499 Hollyhock Pl
Wilson, WY 83014

Parties

Type	Name / Organization / Address
Organizer	Kevin Cohane

Notes

Date	Recorded By	Note

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: 119

License Fees

Annual Fee: $ 1900.00

Prorated Fee: $ _____

Transfer Fee: $ _____

Publishing Fee: $ 100.00

Date filed with clerk: 1 / 3 / 22

Advertising Dates: (2 Weeks) 2/2/22 & 2/9/22

Hearing Date: 2 / 22 / 22

Publishing Fee Direct Billed to Applicant: ☐

License Term: 4 (Month) / 1 (Day) / 22 (Year) Through 3 (Month) / 31 (Day) / ~~22~~ 23 (Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: Pink Garter LLC

Trade/Business Name (dba): The Rose

Building to be licensed/Building Address: 50 W Broadway Unit 201 (Number & Street)

Jackson (City) WY (State) 83001 (Zip) Teton (County)

Local Mailing Address: PO Box 4941 (Number & Street or P.O. Box)

Jackson (City) WY (State) 83001 (Zip)

Local Business Telephone Number: (307) 733-1900 Fax Number: ( )

Business E-Mail Address: therose.inc@gmail.com

FILING IN (CHOOSE ONLY ONE)

☒ CITY OF: Jackson

☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☒ LLC
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY (BAR)
☐ OFF-PREMISE ONLY (PACKAGE STORE)
☒ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY

☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☒ FULL TIME (e.g. Jan through Dec)	(specify months of operation)	from Tuesday to Sunday
☐ SEASONAL/PART-TIME	DAYS OF WEEK (e.g. Mon through Sat)	from 6pm to 1am
☐ NON-OPERATIONAL/PARKED	HOURS OF OPERATION (e.g. 10a - 2a)	from _____ to _____

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)
   - (a) **OWN** the licensed building? ☐ YES (own)
   - (b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☒ YES (lease)
   - (c) **LEASE** is current and on file with the licensing authority & Liquor Division.

     If the lease is not current, please submit a copy pf the lease and indicate:

     (i) When the lease expires, located on page_____paragraph_____of lease.

     (ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page_____ paragraph_____of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)
(Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $_____(_____%)
(Line 2) Food Sales: $_____(_____%)
(Line 3) Gross Sales: $_____(_____%)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☐ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesale malt beverage license with the Liquor Division)

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer**, **and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Dudley Miller	[redacted]	[redacted]	[redacted]	1993	99%	YES ☐ NO ☒	YES ☐ NO ☒
Dominic Gagliardi	[redacted]	[redacted]	[redacted]	07	1%	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) SS.
COUNTY OF Teton *)*

Signed and sworn to before me on this 17th day of December, 2021 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	[signature]	Dominic Gagliardi	Manager
2)			
3)			
4)			

David J. Peters - Notary Public
COUNTY OF TETON STATE OF WYOMING
(SEAL) MY COMMISSION EXPIRES JUNE 6, 2024

Witness my hand and official seal:

[signature]
Signature of Notary Public

My commission expires: 6-6-24

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: Dominic (First Name) David (Full Middle Name) Ciglieroli (Last Name)

Date of Birth: [redacted] Driver License: [redacted]

Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 17th day of December, 2021.

(SEAL)

David J. Peters - Notary Public
COUNTY OF TETON
STATE OF WYOMING
MY COMMISSION EXPIRES JUNE 6, 2024

Notary Public or officer authorized to administer oaths

Rev 10/2020

Lease Addendum
50 West Broadway Street (The Pink Garter), Jackson, Wyoming

This Lease Addendum ("Addendum") is entered into and to be effective as of the date last signed below (the "Effective Date") by and between Pink Garter, LLC, a Wyoming limited liability company ("Landlord"), and The Rose Jackson Hole, LLC a Wyoming limited liability company ("Tenant").

Recitals

a) Landlord and Tenant entered into a Commercial Lease Agreement on September 20, 2011, as amended by an Amendment to Commercial Lease Agreement dated in January of 2012 which was restated on January 1, 2014, further amended by a Lease Addendum dated December 1, 2019 (the "Lease").
b) Section 2 of the Restated Commercial Lease referred to the property as a portion of that certain building located on Lots 3 &4, Block 1, Wort Addition to the Town of Jackson, 50 West Broadway, Jackson, Wyoming, otherwise known as the "the Pink Garter" as the Leased Premises.

In consideration of the foregoing recitals which are incorporated into the conditions below, the Landlord and Tenant agree as follows:

1. Term. The Term of the Lease will end at noon on March 31, 2023.
2. Rent. Rent shall be paid monthly in advance and shall be [redacted] (including CAM charges) as a minimum amount versus 12% of Tenant's gross income, whichever is greater. Tenant shall provide to Landlord monthly access to Tenant's bookkeeping system or copies of its quickbook file, or sales tax files, in the event Landlord wishes to verify the gross income figures.
3. Leased Premises. The Leased Premises are modified to include only the Rose Bar and Lounge space (Bar areas [201]; Rose Seating [202]; storage, ice, walk in [203]; hallways [204-205]; restrooms [206,208]; Rose Kitchen [207]; and Refrigeration [212]; Rose office [206b]; protected exit[214];). Tenant shall have access to the Leased Premises through the common areas of the Pink Garter but shall not conduct its business outside the Rose Bar and Lounge space, without landlord approval.
4. Surrender. At the conclusion of the Term, Tenant shall surrender the Leased premises with all improvements and personalty, excluding inventory or food or liquor. This clause shall be read as expansively as possible and includes, but is not limited, to walk in refrigerators, movable refrigeration, glass ware, table linens, cookware and utensils, ovens, hoods, flat ware, tables, chairs, stools, i.e. everything but liquor and food inventory. Further, Tenant surrenders to Landlord any rights it may have in foldable chairs located in the "Theater" which was previously part of the Leased Premises.
5. Execution. This Addendum may be executed in multiple counterparts by facsimile signatures.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Lease to be effective as of the Effective Date.

Landlord:

Dudley Miller

Pink Garter, LLC
By: Dudley Miller
Its: Owner
Dated: 12-17-21

Tenant:

Dom Gagliardi

The Rose Jackson Hole, LLC
By: Dom Gagliardi
Its: Managing Member
Dated: 12/13/21

the existing Security Deposit by delivering to Landlord an additional [redacted]). Within thirty (30) banking days after the end of the lease term (including any authorized renewal term), and provided that Tenant is not then in default of any of Tenant's obligations under this Lease, Landlord shall return to Tenant the balance of the Security Deposit, less any amounts deducted by Landlord as allowed by this Section 9.

10. USE OF PREMISES. Tenant shall use the Rose Bar portion of the Leased Property as a tavern/bar serving alcohol and food, with occasional live music and special events, and the Theatre portion of the Leased Property as a live music and special events venue with alcohol service, and for presentation of motion pictures and theatrical performances. Permitted uses shall also include all uses reasonably related to the promotion of live music and special events such as CD and memorabilia sales. Landlord and Tenant have entered into an Agreement to Use Liquor License under which Tenant is permitted to use a retail liquor license issued to Landlord by the Town of Jackson, Wyoming to operate two dispensing rooms located within the Leased Premises (the "Liquor License"). Tenant is hereby authorized to serve alcoholic beverages on all portions of the Leased Property identified herein, but only to the extent such service is allowed under Title 12 of the Wyoming Statutes (Alcoholic Beverage Code, subject to final determination by representatives of the Wyoming Department of Revenue, Liquor Division. Tenant may also sublease portions of the Leased Premises (but shall at all times control sales of alcoholic beverages) on an hourly, daily, or up to one week basis, for use by performing artists, other entertainers, and special events; provided however, such rentals shall not be considered a sublease under Section 25 of this Lease. Use for any other purpose shall require advance written approval of Landlord, which consent Landlord shall not unreasonably withhold.

11. TENANT ALTERATIONS AND IMPROVEMENTS.

a. Other than as stated in this Section 11, Tenant shall make no Tenant Improvements or repairs to the Leased Property having a value in excess of Two Hundred Dollars ($200.00) without first receiving from Landlord written consent as to the nature and quality of such Tenant Improvements, which consent shall not be unreasonably withheld.

b. Tenant has made, with Landlord's consent, certain improvements to the Leased Property, which are (i) described in those certain plans and specifications prepared by Dynia Architects dated September _____, 2011 (the "Plans"), the terms of which are incorporated herein, as same may be amended from time to time with Landlord's prior written consent, which consent shall not unreasonably be withheld, and (ii) further described in below in the this Section 11b. (collectively the "Tenant Improvements"). Landlord agrees that the Plans contemplate upgrade of the Building's fire suppression system, the removal and moving of certain walls within the Building, the construction of which have been completed by Tenant. Landlord also authorized Tenant to construct an additional staircase in the south-east corner of the ground level

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION
Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information


Please note that this form CANNOT be submitted in place of your Annual Report.

Name	PINK GARTER, LLC
Filing ID	2008-000555148
Type	Limited Liability Company
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Delinquent
Sub Type		Standing - Other	Good
Formed in	Wyoming	Filing Date	05/19/2008 9:30 AM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Principal Address

Dudley Miller
Po Box 189
Mexico, MO 65265

Mailing Address

Dudley Miller
Po Box 189
Mexico, MO 65265

Registered Agent Address

No Agent
No Office
Cheyenne, WY 82001

Parties

Type	Name / Organization / Address
Manager	Dudley Miller

Notes

Date	Recorded By	Note

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk Local License #: _____

License Fees

Annual Fee: $ 1500.00 Date filed with clerk: 1 / 7 / 2022

Prorated Fee: $ _____ Advertising Dates: (2 Weeks)

Transfer Fee: $ _____ 2/2/2022 & 2/9/2022

Publishing Fee: $ 100.00 Hearing Date: 2 / 22 / 2022

Publishing Fee Direct Billed to Applicant: ☐

License Term: 4 / 1 / 2022 (Month / Day / Year) Through 3 / 31 / 2023 (Month / Day / Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: Prestige Valley Wick LLC

Trade/Business Name (dba): PLAZA LIQUORS

Building to be licensed/Building Address: 832 W BROADWAY AVE (Number & Street)

JACKSON (City) WY (State) 83001 (Zip) TETON (County)

Local Mailing Address: PO BOX 13113 (Number & Street or P.O. Box)

JACKSON (City) WY (State) 83002 (Zip)

Local Business Telephone Number: (307) 733-8886 Fax Number: (_____) _____

Business E-Mail Address: PVWLLC.AR@gmail.com

FILING IN (CHOOSE ONLY ONE)

☒ CITY OF: Jackson

☒ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL ☒ CORPORATION

☐ PARTNERSHIP ☐ LTD PARTNERSHIP

☐ LP/LLP ☐ ORGANIZATION

☐ LLC ☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY (BAR)

☐ OFF-PREMISE ONLY (PACKAGE STORE)

☒ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE

☐ RESORT LIQUOR LICENSE

☐ BAR AND GRILL

LIMITED RETAIL (CLUB)

☐ VETERANS CLUB

☐ FRATERNAL CLUB

☐ GOLF CLUB

☐ SOCIAL CLUB

☐ MICROBREWERY

☐ WINERY

☐ DISTILLERY SATELLITE

☐ WINERY SATELLITE

☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY

☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM

☐ GOLF CLUB

☐ GUEST RANCH

☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☒ FULL TIME (e.g. Jan through Dec)	(specify months of operation)	from _____ to _____
☐ SEASONAL/PART-TIME	DAYS OF WEEK (e.g. Mon through Sat)	from _____ to _____
☐ NON-OPERATIONAL/PARKED	HOURS OF OPERATION (e.g. 10a - 2a)	from _____ to _____

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)

(a) **OWN** the licensed building? ☐ YES (own)

(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☒ YES (lease)

(c) **LEASE** is current and on file with the licensing authority & Liquor Division.

If the lease is not current, please submit a copy pf the lease and indicate:

(i) When the lease expires, located on page 1 paragraph 6 of lease.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page 3 paragraph 4 of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)
(Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $1,871,947 (72 %)
(Line 2) Food Sales: $ 678,995 (26 %)
(Line 3) Gross Sales: $2,610,165 (100 %)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☒ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesale malt beverage license with the Liquor Division)

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer**, **and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
TED HANSEN	[redacted]	[redacted]	[redacted]	4	50	YES ☐ NO ☑	YES ☐ NO ☐
Will Nowack	[redacted]	[redacted]	[redacted]	4	50	YES ☐ NO ☑	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) SS.
COUNTY OF Teton)

Signed and sworn to before me on this 6th day of January, 2022 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)		TED HANSEN	Owner
2)		Will Nowack	Owner
3)			
4)			

Witness my hand and official seal:

JEFFREY CARLYLE
NOTARY PUBLIC
(SEAL) STATE OF WY COUNTY OF TETON
COMMISSION EXP 2/23/2025

Signature of Notary Public

My commission expires 2/23/25

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: TED (First Name) A (Full Middle Name) [illegible] (Last Name)

Date of Birth: [redacted] Driver License: [redacted] (State / Number)

Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 6th day of January, 2022.

(SEAL)

JEFFREY CARLYLE
NOTARY PUBLIC
STATE OF WY COUNTY OF TETON
COMMISSION EXP 2/23/2025

Notary Public or officer authorized to administer oaths

Rev 10/2020

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: William (First Name) Joseph (Full Middle Name) Nowack (Last Name)

Date of Birth: [redacted] Driver License: [redacted] (State / Number)

Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 6th day of January, 2022.

(SEAL)

JEFFREY CARLYLE
NOTARY PUBLIC
STATE OF WY COUNTY OF TETON
COMMISSION EXP 2/23/2025

Notary Public or officer authorized to administer oaths

Rev 10/2020

Issued by:

WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES
2219 CAREY AVE
CHEYENNE, WY 82002

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 2767

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Issued to:

ELEANOR'S
832 W BROADWAY
JACKSON, WY 83001

PLAZA LIQUOR LLC
PLAZA LIQUOR LLC
PO BOX 13113
JACKSON, WY 83002

EXPIRATION DATE: 2/8/2022

Director of Dept. of Ag

THIS LICENSE MUST BE CURRENT AND POSTED CONSPICUOUSLY AT THE PHYSICAL LOCATION

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION
Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information


Please note that this form CANNOT be submitted in place of your Annual Report.

Name	Plaza Liquor, LLC
Filing ID	2010-000593304
Type	Limited Liability Company
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Wyoming	Filing Date	11/30/2010 11:40 AM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Principal Address

PO Box 13113
PO Box 13113
Jackson, Wyoming 83002

Mailing Address

832 W Broadway
PO Box 13113
Jackson, WY 83002

Registered Agent Address

Ted Hansen
832 W Broadway
PO Box 8888
Jackson, WY 83002

Parties

Type	Name / Organization / Address
Organizer	Stan Kucharski

Notes

Date	Recorded By	Note

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: [illegible]

License Fees

Annual Fee: $ 1514.00

Prorated Fee: $ _____

Transfer Fee: $ _____

Publishing Fee: $ 100.00

Date filed with clerk: 1 / 3 / 2022

Advertising Dates: (2 Weeks)

2/2/2022 & 2/9/2022

Hearing Date: 2 / 22 / 2022

Publishing Fee Direct Billed to Applicant: ☐

License Term: 4 / 1 / 2022 (Month / Day / Year) Through 3 / 31 / 2023 (Month / Day / Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: Salsa Group, Inc

Trade/Business Name (dba): El Abuelito Mexican Restaurant

Building to be licensed/Building Address: 385 West Broadway (Number & Street)

Jackson (City) WY (State) 83001 (Zip) Teton (County)

Local Mailing Address: PO Box 4224 (Number & Street or P.O. Box)

Jackson (City) WY (State) 83001 (Zip)

Local Business Telephone Number: (307) 733-1207 Fax Number: ( )

Business E-Mail Address: Centenoalf7@hotmail.com

FILING IN (CHOOSE ONLY ONE)

☒ CITY OF: Jackson

☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☐ LLC
☒ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY (BAR)
☐ OFF-PREMISE ONLY (PACKAGE STORE)
☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☒ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☒ FULL TIME (e.g. Jan through Dec) — (specify months of operation) from Janlst to Dec 31st

☐ SEASONAL/PART-TIME — DAYS OF WEEK (e.g. Mon through Sat) from Monday to Sunday

☐ NON-OPERATIONAL/PARKED — HOURS OF OPERATION (e.g. 10a - 2a) from 11 AM to 10 PM

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)

(a) **OWN** the licensed building? ☐ YES (own)

(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☒ YES (lease)

(c) **LEASE** is current and on file with the licensing authority & Liquor Division.

If the lease is not current, please submit a copy pf the lease and indicate: Copy of Extention Attached

(i) When the lease expires, located on page 2 paragraph 3 of lease.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page 3 paragraph 7 of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)

(Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $ 376,060 (20.3 %)

(Line 2) Food Sales: $1,478,556 (79.7 %)

(Line 3) Gross Sales: $1,854,616 (100.0 %)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☒ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesale malt beverage license with the Liquor Division)

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer, and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Alfonso Centeno	[redacted]	[redacted]	[redacted]	17	70%	YES ☐ NO ☒	YES ☐ NO ☒
Matthew Miles	[redacted]	[redacted]	[redacted]8	17	15%	YES ☐ NO ☒	YES ☐ NO ☒
Mark Miles	[redacted]	[redacted]	[redacted]	17	15%	YES ☐ NO ☒	YES ☐ NO ☒

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)

) SS.

COUNTY OF Teton *)*

Signed and sworn to before me on this _____ day of _____, 20___ that the facts alleged in the foregoing instrument are true by the following:

1) _____ (Signature)	Alfonso Centeno (Printed Name)	President Title
2) _____ (Signature)	Cecilia Perez (Printed Name)	Vice President Title
3) _____ (Signature)	_____ (Printed Name)	_____ Title
4) _____ (Signature)	_____ (Printed Name)	_____ Title

Witness my hand and official seal:

_____
Signature of Notary Public

(SEAL) My commission expires:_____

stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer, and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Cecilia Perez	[redacted]	[redacted]	[redacted]	1 mo	0%	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)

) SS.

COUNTY OF _____)

Signed and sworn to before me on this _____ day of _____, 20____ that the facts alleged in the foregoing instrument are true by the following:

1) _____ _____ _____
(Signature) (Printed Name) Title

2) _____ _____ _____
(Signature) (Printed Name) Title

3) _____ _____ _____
(Signature) (Printed Name) Title

4) _____ _____ _____
(Signature) (Printed Name) Title

Witness my hand and official seal:

_____
Signature of Notary Public

(SEAL) My commission expires:_____

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: Alfonso (First Name) _____ (Full Middle Name) Centeno (Last Name)

Date of Birth: [redacted] Driver License: [redacted] (State / Number)

Alfonso Centeno
Applicant Signature

State of Idaho)
)ss
County of Teton)

Subscribed and sworn to before me this 16 day of December, 2021.

(SEAL)

RUTH ANN HATCH
NOTARY PUBLIC - STATE OF IDAHO
COMMISSION NUMBER 19599
MY COMMISSION EXPIRES 10-14-2022

Ruth Ann Hatch
Notary Public or officer authorized to administer oaths

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: Cecilia (First Name) _____ (Full Middle Name) Perez (Last Name)

Date of Birth: [redacted] Driver License: [redacted] (State / Number)

Cecilia Perez
Applicant Signature

State of Idaho)
)ss
County of Teton)

Subscribed and sworn to before me this 16th day of December, 2021.

(SEAL)

RUTH ANN HATCH
NOTARY PUBLIC - STATE OF IDAHO
COMMISSION NUMBER 19599
MY COMMISSION EXPIRES 10-14-2022

Ruth Ann Hatch
Notary Public or officer authorized to administer oaths

Issued by:

WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES
2219 CAREY AVE
CHEYENNE, WY 82002

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 4284

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Issued to:

EXPIRATION DATE: 1/21/2022

EL ABUELITO MEXICAN RESTAURANT
385 WEST BROADWAY
JACKSON, WY 83001

THE SALSA GROUP, INC
THE SALSA GROUP, INC
PO BOX 4224
JACKSON, WY 83001

Director of Dept. of Ag

THIS LICENSE MUST BE CURRENT AND POSTED CONSPICUOUSLY AT THE PHYSICAL LOCATION

EXTENSION OF LEASE TERM

This extension made this 30th day of November 2020, to The Salsa Group, Inc., a Wyoming Corporation, (hereinafter called "Lessee"), from Western Spirits Partnership, (hereinafter called "Lessor"), hereby agree to the following:

Lessor hereby acknowledges that Lessee is in good standing and compliance with the terms and conditions of the lease dated November 11th 2016, and grants a two year extension to Lessee as provided for in paragraph 3, under the same terms and conditions. Said extension is to begin on May 1st, 2021 and continue through April 30th, 2023.

In witness each party to this agreement has caused it to be executed in Jackson, Wyoming on the 30th of November, 2020.

Lessor:

Mark Miles
General Partner
Western Spirits Partnership

Matthew Miles
General Partner
Western Spirits Partnership

Lessee:

The Salsa Group, Inc.
Alfonso Centeno, President

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION
Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information

Please note that this form CANNOT be submitted in place of your Annual Report.

Name	The Salsa Group, Inc.
Filing ID	2003-000459138
Type	Profit Corporation
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Wyoming	Filing Date	12/15/2003 12:00 AM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Share Information

Common Shares	1,000	Preferred Shares		Additional Stock	N
Par Value	0.0000	Par Value	0.0000		

Principal Address

385 W Broadway
PO Box 4224
Jackson, WY 83001

Mailing Address

PO Box 4224
Jackson, Wyoming 83001

Registered Agent Address

Matthew Miles
385 West Broadway
Jackson, WY 83001

Parties

Type	Name / Organization / Address

Notes

Date	Recorded By	Note

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: 291

License Fees

Annual Fee: $ 1514.00

Prorated Fee: $ _____

Transfer Fee: $ _____

Publishing Fee: $ 100.00

Date filed with clerk: 1 / 3 / 2022

Advertising Dates: (2 Weeks) 2/2/22 & 2/9/22

Hearing Date: 2 / 22 / 22

Publishing Fee Direct Billed to Applicant: ☐

License Term: 4 / 1 / 22 (Month / Day / Year) Through 3 / 31 / 23 (Month / Day / Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: Scarfish LLC

Trade/Business Name (dba): Suda

Building to be licensed/Building Address: 140 N. Cache St. Suite B
Number & Street

Jackson (City) WY (State) 83001 (Zip) Teton (County)

Local Mailing Address: PO Box 14270
Number & Street or P.O. Box

Jackson (City) WY (State) 83002 (Zip)

Local Business Telephone Number: (307) 201-1616 Fax Number: (____) _____

Business E-Mail Address: accounting@sudachijh.com

FILING IN (CHOOSE ONLY ONE)

☒ CITY OF: Jackson

☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☒ LLC
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY (BAR)
☐ OFF-PREMISE ONLY (PACKAGE STORE)
☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☒ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY

☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☒ FULL TIME (e.g. Jan through Dec) — (specify months of operation) from January to December

☐ SEASONAL/PART-TIME — DAYS OF WEEK (e.g. Mon through Sat) from Tuesday to Saturday

☐ NON-OPERATIONAL/PARKED — HOURS OF OPERATION (e.g. 10a - 2a) from 5PM to 9PM

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)

(a) **OWN** the licensed building? ☐ YES (own)

(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☒ YES (lease)

(c) **LEASE** is current and on file with the licensing authority & Liquor Division.

If the lease is not current, please submit a copy pf the lease and indicate:

(i) When the lease expires, located on page 1 paragraph 2 of lease.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page 1 paragraph 12 of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)
(Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $ 276,246.50 (22 %)
(Line 2) Food Sales: $ 964,628.65 (78 %)
(Line 3) Gross Sales: $ 1,240,875.15 (100 %)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☒ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesale malt beverage license with the Liquor Division)

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer**, **and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Shop Co Ent. LLC	[redacted]	[redacted]	[redacted]	6	85%	YES ☐ NO ☒	YES ☐ NO ☒
Kunoichi	[redacted]	[redacted]	[redacted]	2yr +1mo.	15%	YES ☐ NO ☒	YES ☐ NO ☒
	See attached list of LLC members					YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) SS.
COUNTY OF Teton *)*

Signed and sworn to before me on this 9th day of December, 2021 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	[signature]	Michael Rest	12/9/21 owner
2)			
3)			
4)			

Witness my hand and official seal: [signature]
Signature of Notary Public

Tara Ann Swan - Notary Public
County of Lincoln
State of Wyoming
My Commission Expires 05/23/2024

(SEAL) My commission expires: 05/23/2024

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: Michael (First Name) Gibbons (Full Middle Name) Reed (Last Name)

Date of Birth: [redacted] Driver License: [redacted] (State / Number)

Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 29th day of December, 2021.

(SEAL)

Tara Ann Swan - Notary Public
County of Lincoln State of Wyoming
My Commission Expires 05/23/2024

Notary Public or officer authorized to administer oaths

Rev 10/2020

Issued by:

WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES
2219 CAREY AVE
CHEYENNE, WY 82002

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 9145

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Issued to:

SUDA
140 CACHE
JACKSON, WY 83002

SCARFISH, LLC
MIKE REID
PO BOX 14270
JACKSON, WY 83002

EXPIRATION DATE: 1/10/2022

Director of Dept. of Ag

THIS LICENSE MUST BE CURRENT AND POSTED CONSPICUOUSLY AT THE PHYSICAL LOCATION

Additional Information per Question #6

Name	Date of Birth	Residence Address	Residence Phone	No. of years in LLC	% of stock held	Felony Violation?	Liquor Violation?
Brandon P. Ryan (president)	[redacted]	[redacted]	[redacted]	6	N/A	No	No
Michael G. Reid (vice president)	[redacted]	[redacted]	[redacted]	6	N/A	No	No
John Ryan (secretary)	[redacted]	[redacted]	[redacted]	6	N/A	No	No
Dustin Rasnick (treasurer)	[redacted]	[redacted]	[redacted]	6	N/A	No	No

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION
Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information


Please note that this form CANNOT be submitted in place of your Annual Report.

Name	Scarfish, LLC
Filing ID	2014-000677696
Type	Limited Liability Company
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Wyoming	Filing Date	12/17/2014 9:40 AM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Principal Address

P.O. Box 7409
Jackson, WY 83002

Mailing Address

P.O. Box 7409
Jackson, WY 83002

Registered Agent Address

Michael Reid
4015 N Lake Creek Dr
Wilson, WY 83014

Parties

Type	Name / Organization / Address
Organizer	Jonathan Wylie

Notes

Date	Recorded By	Note

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: 204

License Fees

Annual Fee: $ 1514.00

Prorated Fee: $ _____

Transfer Fee: $ _____

Publishing Fee: $ 100.00

Date filed with clerk: 1 / 3 / 2022

Advertising Dates: (2 Weeks) 2/2/22 & 2/9/22

Hearing Date: 2 / 22 / 22

Publishing Fee Direct Billed to Applicant: ☐

License Term: 4 / 1 / 22 (Month / Day / Year) Through 3 / 31 / 23 (Month / Day / Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: Selkirk Inc

Trade/Business Name (dba): Picas

Building to be licensed/Building Address: 11600 Alpine Ln.
Number & Street

Jackson (City) WY (State) 83002 (Zip) Teton (County)

Local Mailing Address: PO Box 1449
Number & Street or P.O. Box

Jackson (City) WY (State) 83001 (Zip)

Local Business Telephone Number: (307) 734-4457 Fax Number: (____) _____

Business E-Mail Address: andy@picastaco.com

FILING IN (CHOOSE ONLY ONE)

☒ CITY OF: Jackson

☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☒ LLC
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY (BAR)
☐ OFF-PREMISE ONLY (PACKAGE STORE)
☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☒ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY

☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☒ FULL TIME (e.g. Jan through Dec)
☐ SEASONAL/PART-TIME
☐ NON-OPERATIONAL/PARKED

(specify months of operation) from _____ to _____

DAYS OF WEEK (e.g. Mon through Sat) from _____ to _____

HOURS OF OPERATION (e.g. 10a - 2a) from _____ to _____

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)

(a) **OWN** the licensed building? ☐ YES (own)

(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☒ YES (lease)

(c) **LEASE** is current and on file with the licensing authority & Liquor Division.

If the lease is not current, please submit a copy pf the lease and indicate:

(i) When the lease expires, located on page_____paragraph_____of lease.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page_____ paragraph_____of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)
(Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $ 280,009 (14 %)
(Line 2) Food Sales: $ 1,633,354 (86 %)
(Line 3) Gross Sales: $ 1,942,314 (%)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☒ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesale malt beverage license with the Liquor Division)

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer**, **and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Andrew Selkirk Parazette	[redacted]	[redacted] on	[redacted]	20	50%	YES ☐ NO ☒	YES ☐ NO ☒
Danielle Catherine Parazette	[redacted]	[redacted] WY 83001	[redacted]	20	50%	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) SS.
COUNTY OF Teton)

Signed and sworn to before me on this 17th day of November, 2021 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	[signature]	Andrew Parazette	Nov. 17, 21
2)	[signature]	Danielle Parazette	Nov 17, 21
3)			
4)			

MARY A HURST
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 166083
MY COMMISSION EXPIRES: 10/06/2027

Witness my hand and official seal: Mary A Hurst
Signature of Notary Public

(SEAL) My commission expires: 10-06-2027

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: Andrew (First Name) Selkirk (Full Middle Name) Parasette (Last Name)

Date of Birth: [redacted] Driver License: [redacted]

Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 17th day of November, 2021.

(SEAL)

MARY A HURST
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 166083
MY COMMISSION EXPIRES: 10/06/2022

Mary A Hurst

Notary Public or officer authorized to administer oaths

Rev 10/2020

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: Danielle (First Name) Catherine (Full Middle Name) Parazette (Last Name)

Date of Birth: [redacted] Driver License: [redacted] Number

Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 17th day of November, 2021.

(SEAL)

MARY A HURST
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 166083
MY COMMISSION EXPIRES: 10/06/2027

Mary A Hurst
Notary Public or officer authorized to administer oaths

Rev 10/2020

Picas Mexican Taqueria
1160 Alpine Lane Suite 1a & 1b
Jackson WY 83001

SSDA, LLC
1160 Alpine Lane
Jackson WY 83001

Dear SSDA

Per Section 6 of the lease entitled "Renewal Terms", this correspondence serves as official written notice that Picas Mexican Taqueria, Selkirk Inc, exercises its option to extend the lease for another 5 years commencing on April 1 of 2021 and extends to March 31 of 2026 at 1160 Alpine lane suites 1a and 1b.

Thank You

Sincerely,

Andy Parazette
Danielle Parazette

Issued by:

WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES
2219 CAREY AVE
CHEYENNE, WY 82002

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 4613

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Issued to:

PICA'S
1160 ALPINE WAY 1A
JACKSON, WY 83001

EXPIRATION DATE: 5/3/2022

PICA'S
PICA'S
PO BOX 1449
JACKSON, WY 83001

Director of Dept. of Ag

THIS LICENSE MUST BE CURRENT AND POSTED CONSPICUOUSLY AT THE PHYSICAL LOCATION

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION
Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information

Please note that this form CANNOT be submitted in place of your Annual Report.

Name	Selkirk Corporation
Filing ID	2001-000418887
Type	Profit Corporation
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Wyoming	Filing Date	03/22/2001 12:00 AM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Share Information

Common Shares	UNLIMITED	Preferred Shares		Additional Stock	N
Par Value	0.0000	Par Value	0.0000		

Principal Address

PO Box 1449
Jackson, WY 83001

Mailing Address

PO Box 1449
Jackson, WY 83001

Registered Agent Address

Andrew Parazette
1160 Alpine Ln
Jackson, WY 83001

Parties

Type	Name / Organization / Address

Notes

Date	Recorded By	Note

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: 277

License Fees

Annual Fee: $ 1914.00

Prorated Fee: $ _____

Transfer Fee: $ _____

Publishing Fee: $ 100.00

Date filed with clerk: 1 / 3 / 2022

Advertising Dates: (2 Weeks)
2/2/22 & 2/9/22.

Hearing Date: 2 / 22 / 22

Publishing Fee Direct Billed to Applicant: ☐

License Term: 4 / 1 / 22 (Month / Day / Year) Through 3 / 31 / 23 (Month / Day / Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: ShopCoo LLC

Trade/Business Name (dba): Pearl Street Market

Building to be licensed/Building Address: 40 W Pearl Ave.
Number & Street

Jackson (City) WY (State) 83001 (Zip) Teton (County)

Local Mailing Address: PO Box 7409
Number & Street or P.O. Box

Jackson (City) WY (State) 83002 (Zip)

Local Business Telephone Number: (307) 733-1300 Fax Number: ( )

Business E-Mail Address: accounting@pearlstmarketjh.com

FILING IN (CHOOSE ONLY ONE)

☒ CITY OF: Jackson

☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☒ LLC
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY (BAR)
☐ OFF-PREMISE ONLY (PACKAGE STORE)
☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☒ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY

☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☒ FULL TIME (e.g. Jan through Dec) — (specify months of operation) from January to December

☐ SEASONAL/PART-TIME — DAYS OF WEEK (e.g. Mon through Sat) from Monday to Sunday

☐ NON-OPERATIONAL/PARKED — HOURS OF OPERATION (e.g. 10a - 2a) from 9AM to 8PM

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)

(a) **OWN** the licensed building? ☐ YES (own)

(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☒ YES (lease)

(c) **LEASE** is current and on file with the licensing authority & Liquor Division.

If the lease is not current, please submit a copy pf the lease and indicate:

(i) When the lease expires, located on page 1 paragraph 2 of lease.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page 8 paragraph 1-08 of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)
(Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $ 0.00 (0 %)
(Line 2) Food Sales: $3,134,818.83 (100 %)
(Line 3) Gross Sales: $3,134,818.83 (100 %)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☒ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesale malt beverage license with the Liquor Division)

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer**, **and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
						YES ☐ NO ☐	YES ☐ NO ☐
		See attached list of LLC Members				YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) SS.
COUNTY OF Teton *)*

Signed and sworn to before me on this 9th day of December, 2021 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	[signature]	Michael Deal	owner
2)			
3)			
4)			

Tara Ann Swan - Notary Public
County of Lincoln State of Wyoming
My Commission Expires 05/23/2024

Witness my hand and official seal: [signature]
Signature of Notary Public

(SEAL) My commission expires: 05/23/2024

Name	Date of Birth	Residence Address	Residence Phone	No. Years in LLC	% of stock held	Felony Violation?	Liquor Violation
Brandon P. Ryan	[redacted]	[redacted]	[redacted]	10	57%	NO	NO
Michael G. Reid	[redacted]	[redacted]	[redacted]	10	29%	NO	NO
John Ryan	[redacted]	[redacted]	[redacted]	10	14%	NO	NO

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: Michael (First Name) Gibbons (Full Middle Name) Reid (Last Name)

Date of Birth: [redacted] Driver License: [redacted]
State / Number

Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 6th day of December, 2021.

(SEAL)

Tara Ann Swan - Notary Public
County of Lincoln
State of Wyoming
My Commission Expires 01/23/2024

Notary Public or officer authorized to administer oaths

Rev 10/2020

Issued by:

WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES
2219 CAREY AVE
CHEYENNE, WY 82002

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 1225

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Issued to:

PEARL ST. MARKET
40 W PEARL AVE
JACKSON, WY 83001

SHOPCOO, LLC
SHOPCOO, LLC
PO BOX 7409
JACKSON, WY 83002

EXPIRATION DATE:
6/19/2022

Director of Dept. of Ag

THIS LICENSE MUST BE CURRENT AND POSTED CONSPICUOUSLY AT THE PHYSICAL LOCATION

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION
Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information

Please note that this form CANNOT be submitted in place of your Annual Report.

Name	ShopCoo, LLC
Filing ID	2015-000686055
Type	Limited Liability Company
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Wyoming	Filing Date	05/01/2015 7:32 AM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Principal Address

P.O. Box 7409
Jackson, WY 83002

Mailing Address

P.O. Box 7409
Jackson, WY 83002

Registered Agent Address

Michael Reid
4015 N Lake Creek Dr
Wilson, WY 83014

Parties

Type	Name / Organization / Address
Organizer	LegalZoom.com, Inc.

Notes

Date	Recorded By	Note

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: 101

License Fees

Annual Fee: $ 1500.00

Prorated Fee: $ _____

Transfer Fee: $ _____

Publishing Fee: $ 100.00

Date filed with clerk: 1 / 3 / 22

Advertising Dates: (2 Weeks) 2/2/22 & 2/9/22

Hearing Date: 2 / 22 / 22

Publishing Fee Direct Billed to Applicant: ☐

License Term: 4 / 1 / 22 (Month / Day / Year) Through 3 / 31 / 23 (Month / Day / Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: The Silver Dollar Inc.

Trade/Business Name (dba): Silver Dollar Bar

Building to be licensed/Building Address: 50 N Glenwood (Number & Street)

Jackson (City) WY (State) 83001 (Zip) Teton (County)

Local Mailing Address: PO Box 69 (Number & Street or P.O. Box)

Jackson (City) WY (State) 83001 (Zip)

Local Business Telephone Number: (307) 733-2190 Fax Number: (307) 732-3959

Business E-Mail Address: jbradford@worthotel.com jwoldrope@worthotel.com

FILING IN (CHOOSE ONLY ONE)

☒ CITY OF: Jackson

☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☐ LLC
☒ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY (BAR)
☐ OFF-PREMISE ONLY (PACKAGE STORE)
☒ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY

☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☑ FULL TIME (e.g. Jan through Dec)
☐ SEASONAL/PART-TIME
☐ NON-OPERATIONAL/PARKED

(specify months of operation) from _____ to _____

DAYS OF WEEK (e.g. Mon through Sat) from _____ to _____

HOURS OF OPERATION (e.g. 10a - 2a) from _____ to _____

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)

(a) **OWN** the licensed building? ☐ YES (own)

(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☒ YES (lease)

(c) **LEASE** is current and on file with the licensing authority & Liquor Division.

If the lease is not current, please submit a copy pf the lease and indicate:

(i) When the lease expires, located on page 1 paragraph 2 of lease.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page 1 paragraph 2 of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)
(Line 1 + Line 2 must = Line 3)
(Line 1) Liquor Sales: $_____(_____%)
(Line 2) Food Sales: $_____(_____%)
(Line 3) Gross Sales: $_____(_____%)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☐ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesale malt beverage license with the Liquor Division)

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer**, **and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
						YES ☐ NO ☐	YES ☐ NO ☐
		See Attached				YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) SS.
COUNTY OF TETON)

Signed and sworn to before me on this 20 day of December, 2) 21 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)		Jim Waldrep	Pres. & GM
2)		Jon Bradford	Controller/Secretary
3)			
4)			

NANCY TAKEDA - NOTARY PUBLIC
COUNTY OF TETON STATE OF WYOMING
Commission Expires April 4, 2022

Witness my hand and official seal: Nancy Takeda
Signature of Notary Public

(SEAL) My commission expires: 4-4-22

Silver Dollar Inc.

Name	Date of Birth	Residence	Phone Number	No. of years in Corp	% of stock held	Have you been convicted of a felony?	violation related to alcohol?
John Baxter	[redacted]	[redacted]	[redacted]	17	100%	no	no
Jim Waldrop	[redacted]	[redacted]	[redacted]	17	0%	no	no
Bill Baxter	[redacted]	[redacted]	[redacted]	17	0%	no	no
Jon Bradford	[redacted]	[redacted]	[redacted]	15	0%	no	no

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: Jonathan (First Name) Healy (Full Middle Name) Bradford (Last Name)

Date of Birth: [redacted] Driver License: [redacted] State / Number

Applicant Signature

State of WYOMING)
)ss
County of TETON)

Subscribed and sworn to before me this 20 day of December, 2021.

(SEAL)

NANCY TAKEDA - NOTARY PUBLIC
COUNTY OF TETON STATE OF WYOMING
Commission Expires April 4, 2022

Nancy Takeda
Notary Public or officer authorized to administer oaths

Rev 10/2020

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: James (First Name) Marshall (Full Middle Name) Waldrop (Last Name)

Date of Birth: [redacted] Driver License: [redacted] (State / Number)

Applicant Signature

State of WYOMING)
)ss
County of TETON)

Subscribed and sworn to before me this 20 day of December, 2021.

(SEAL) NANCY TAKEDA - NOTARY PUBLIC
COUNTY OF TETON STATE OF WYOMING
Commission Expires April 4, 2022

Notary Public or officer authorized to administer oaths

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION
Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information

Please note that this form CANNOT be submitted in place of your Annual Report.

Name	The Silver Dollar Inc.
Filing ID	2021-001016757
Type	Trademark
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in		Filing Date	06/29/2021 10:30 AM
Term of Duration	Expires	Delayed Effective Date	
		Inactive Date	

Principal Address

Mailing Address

PO Box 69
Jackson, WY 83001

Parties

Type	Name / Organization / Address
Applicant	The Silver Dollar, Inc. 50 N Glenwood

Notes

Date	Recorded By	Note

Annual Report History

Num	Status	Date	Year	Tax

Amendment History

ID	Description	Date
See Filing ID	Initial Filing	06/29/2021

DocuSign Envelope ID: 3A056191-9BB3-481B-8EC2-9628E06538A5

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: 105

License Fees

Annual Fee: $ 1500.00

Prorated Fee: $.

Transfer Fee: $.

Publishing Fee: $ 100.00

Publishing Fee Direct Billed to Applicant: ☐

Date filed with clerk: 1 / 3 / 2022

Advertising Dates: (2 Weeks)

2/2/2022 & 2/9/2022

Hearing Date: 2 / 22 / 2022

License Term: 4 (Month) / 1 (Day) / 2022 (Year) Through 3 (Month) / 31 (Day) / 2023 (Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: Smith's Food & Drug Centers, Inc.

Trade/Business Name (dba): Smith's #184

Building to be licensed/Building Address: 1425 S. Highway 9
Number & Street

Jackson, WY 83001
City State Zip County

Local Mailing Address: P.O. Box 305103 Attn: Business License Department
Number & Street or P.O. Box

Nashville, TN 37230
City State Zip

Local Business Telephone Number: (307) 733-8908 Fax Number: (307) 733-8791

Business E-Mail Address: business.license@kroger.com

FILING IN (CHOOSE ONLY ONE)

☒ CITY OF: Jackson

☐ COUNTY OF:

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☐ LLC
☒ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY (BAR)

☒ OFF-PREMISE ONLY (PACKAGE STORE)

☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE

☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY

☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☒ FULL TIME (e.g. Jan through Dec)	(specify months of operation)	from January to December
☐ SEASONAL/PART-TIME	DAYS OF WEEK (e.g. Mon through Sat)	from Sunday to Saturday
☐ NON-OPERATIONAL/PARKED	HOURS OF OPERATION (e.g. 10a - 2a)	from 6:00 AM to 11:00 PM

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)

(a) **OWN** the licensed building? ☒ YES (own)

(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☐ YES (lease)

(c) **LEASE** is current and on file with the licensing authority & Liquor Division.

If the lease is not current, please submit a copy pf the lease and indicate:

(i) When the lease expires, located on page_____paragraph_____of lease.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page_____ paragraph_____of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)
(Line 1 + Line 2 must = Line 3)
(Line 1) Liquor Sales: $_____(_____%)
(Line 2) Food Sales: $_____(_____%)
(Line 3) Gross Sales: $_____(_____%)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☐ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesale malt beverage license with the Liquor Division)

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer, and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF TENNESSEE)
) SS.
COUNTY OF Davidson *)*

Signed and sworn to before me on this 17th day of November, 2021 that the facts alleged in the foregoing instrument are true by the following:

1)	DocuSigned by: [signature] (Signature)	Kenneth Kimball (Printed Name)	President Title
2)	Peter Barth (Signature)	Peter Barth (Printed Name)	Vice President Title
3)	(Signature)	(Printed Name)	Title
4)	(Signature)	(Printed Name)	Title

Witness my hand and official seal:

DocuSigned by: Brian A. Urbahns
D1A804... Signature of Notary Public

My commission expires: 1/3/2022

BRIAN A. URBAHNS STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY MY COMMISSION EXPIRES 1-3-2022 (SEAL)

DocuSign Envelope ID: 3A056191-9BB3-481B-8EC2-9628E06538A5

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

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AFFIDAVIT of UNDERSTANDING

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PLEASE PRINT:

Legal Name: Kenneth (First Name) Chapman (Full Middle Name) Kimball (Last Name)

Date of Birth: [redacted] / [redacted] Driver License: [redacted] [redacted]
State / Number

DocuSigned by:
Applicant Signature

[redacted])
)ss
[redacted])

Subscribed and sworn to before me this 17th day of November, 20 21.

(SEAL)

BRIAN A. URBAHNS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES 1-3-2022

DocuSigned by:
Notary Public or officer authorized to administer oaths

Rev 10/2020

DocuSign Envelope ID: 3A056191-9BB3-481B-8EC2-9628E06538A5

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

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PLEASE PRINT:

Legal Name: Peter (First Name) Hans (Full Middle Name) Barth (Last Name)

Date of Birth: [redacted] Driver License: [redacted] (State / Number)

DocuSigned by:
Peter Barth
Applicant Signature

State of Tennessee)
)ss
County of Davidson)

Subscribed and sworn to before me this 17th day of November, 20 21.

BRIAN A. URBAHNS
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY
MY COMMISSION EXPIRES 1-3-2022

DocuSigned by:
Brian A. Urbahns
Notary Public or officer authorized to administer oaths

Rev 10/2020

Smith's Food & Drug Centers, Inc.

Name	Title	[redacted]	No. of Years in Corp.	% of Stock Held	Felony Violation?	Violation Relating to Alcoholic Liquor or Malt Beverage?
Kimball, Kenneth C.	President		37	Less than 1%	No	No
Wheatley, Christine S.	Vice President and Secretary		13	Less than 1%	No	No
Fike, Carin L.	Vice President and Treasurer		22	Less than 1%	No	No
Barth, Peter H.	Vice President and Assistant Secretary		36	Less than 1%	No	No
Hodge, Nicholas G.	Vice President		20	Less than 1%	No	No
Landrum, Rick J.	Vice President		23	Less than 1%	No	No
Prough, Steven J.	Vice President and Assistant Secretary		27	Less than 1%	No	No
Roberts, Dorothy D.	Assistant Secretary		21	Less than 1%	No	No
Bradley, Joseph W.	Assistant Treasurer		9	Less than 1%	No	No
Cossey, Jacqueleen L.	Vice President		1	Less than 1%	No	No
Nelson, Philip B.	Vice President		1	Less than 1%	No	No

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION
Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information

Please note that this form CANNOT be submitted in place of your Annual Report.

Name	Smith's Food & Drug Centers, Inc.
Filing ID	2003-000457965
Type	Profit Corporation
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name	Smith's Food & Drug Centers of Ohio, Inc.	Standing - Tax	Good
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Ohio	Filing Date	11/20/2003 12:00 AM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Share Information

Common Shares		Preferred Shares		Additional Stock	N
Par Value	0.0000	Par Value	0.0000		

Principal Address

1550 S Redwood Rd
Salt Lake City, UT 84104

Mailing Address

1014 Vine St
Tax Dept GO 7
Cincinnati, OH 45202

Registered Agent Address

Corporation Service Company
1821 Logan Ave
Cheyenne, WY 82001

Parties

Type	Name / Organization / Address

Notes

Date	Recorded By	Note

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: 118

License Fees

Annual Fee: $ 1500.00

Prorated Fee: $ _____

Transfer Fee: $ _____

Publishing Fee: $ 100.00

Date filed with clerk: 1 / 3 / 2022

Advertising Dates: (2 Weeks)

2/2/22 & 2/9/22

Hearing Date: 2 / 22 / 22

Publishing Fee Direct Billed to Applicant: ☐

License Term: 4 (Month) / 1 (Day) / 22 (Year) Through 3 (Month) / 31 (Day) / 23 (Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: Snake River Corporation

Trade/Business Name (dba): Snake River Grill

Building to be licensed/Building Address: 84 E. Broadway (Number & Street)

Jackson (City) WY (State) 83001 (Zip) Teton (County)

Local Mailing Address: PO Box 569 (Number & Street or P.O. Box)

Jackson (City) WY (State) 83001 (Zip)

Local Business Telephone Number: (307) 733-0557 Fax Number: (307) 733-5767

Business E-Mail Address: dave@snakerivergrill.com

FILING IN (CHOOSE ONLY ONE)

☐ CITY OF: Jackson

☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☐ LLC
☑ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☑ ON-PREMISE ONLY (BAR)
☐ OFF-PREMISE ONLY (PACKAGE STORE)
☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

RESTAURANT LIQUOR LICENSE

☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)

☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☐ FULL TIME (e.g. Jan through Dec)	(specify months of operation)	from _____ to closed November / April
☐ SEASONAL/PART-TIME	DAYS OF WEEK (e.g. Mon through Sat)	from 530 to 10:00pm
☐ NON-OPERATIONAL/PARKED	HOURS OF OPERATION (e.g. 10a - 2a)	from _____ to _____

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)

(a) **OWN** the licensed building? ☐ YES (own)

(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☐ YES (lease)

(c) **LEASE** is current and on file with the licensing authority & Liquor Division.

If the lease is not current, please submit a copy pf the lease and indicate:

(i) When the lease expires, located on page_____paragraph_____of lease.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page_____ paragraph_____of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)
(Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $_____(_____%)
(Line 2) Food Sales: $_____(_____%)
(Line 3) Gross Sales: $_____(_____%)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☐ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesale malt beverage license with the Liquor Division)

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer**, **and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Hirschfield Family Estate	[redacted]	[redacted]	[redacted]	27	54	YES ☐ NO ☑	YES ☐ NO ☑
Jeff Drew				21	15	YES ☐ NO ☑	YES ☐ NO ☑
Catherine Cooper				23	3.5	YES ☐ NO ☑	YES ☐ NO ☑

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) ***SS.***
COUNTY OF Teton)

Signed and sworn to before me on this 14th day of December, 2021 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)		Catherine Cooper	Director of Ops
2)		Jeff Drew	Managing Partner
3)			
4)			

JOSHUA C. FOX – NOTARY PUBLIC
COUNTY OF TETON STATE OF WYOMING
MY COMMISSION EXPIRES MARCH 19, 2025

Witness my hand and official seal:

Signature of Notary Public

(SEAL) My commission expires: 03/19/2025

State of Wyoming

County of Teton

This instrument entitled Renewal of Liquor License was acknowledged before me on
Title of document being acknowledged

12/14/2021 by Catherine Cooper, Jeffrey Drew.
Date Name of Person

(Seal)

Signature of Notarial Officer

Notary Public
Title (e.g. Notary Public) OR Rank (Rank if officer in active military)

My commission expires: 03/19/2025

JOSHUA C. FOX – NOTARY PUBLIC
COUNTY OF TETON STATE OF WYOMING
MY COMMISSION EXPIRES MARCH 19, 2025

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: Catherine (First Name) Lee (Full Middle Name) Cooper (Last Name)

Date of Birth: [redacted] Driver License: [redacted]

Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 11th day of January, 2022

(SEAL)

JOSHUA C. FOX – NOTARY PUBLIC
COUNTY OF TETON STATE OF WYOMING
MY COMMISSION EXPIRES MARCH 19, 2025

Notary Public or officer authorized to administer oaths

Rev 10/2020

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

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PLEASE PRINT:

Legal Name: Jeffrey (First Name) Douglas (Full Middle Name) Drew (Last Name)

Date of Birth: [redacted] Driver License: WY / [redacted]
State / Number

Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 6th day of January, 2022.

(SEAL)

MARY A HURST
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 166083
MY COMMISSION EXPIRES: 10/06/2027

Mary A Hurst
Notary Public or officer authorized to administer oaths

Rev 10/2020

COMMERCIAL CENTER LEASE

by and between

Crabtree Corner, LLC
a Wyoming limited liability company

Landlord

and

Snake River Corporation,
a Wyoming close corporation

Tenant

Dated Effective: June 1, 2018

COMMERCIAL CENTER LEASE

THIS COMMERCIAL CENTER LEASE (this "Lease") is made effective the 1st day of June, 2018, by and between Crabtree Corner, LLC, a Wyoming limited liability company ("Landlord"), and Snake River Corporation, a Wyoming close corporation ("Tenant").

For the mutual considerations, on the terms and subject to the conditions set forth herein, Landlord and Tenant hereby agree as follows:

1. SUMMARY OF BASIC TERMS. The following provisions shall be interpreted and applied in accordance with and shall be subject and subordinate to the other terms and provisions of this Lease:

1.1. The Premises: That portion of the commercial center located at Lots 7 and 8 of the Cache Creek Addition to the Town of Jackson, Teton County Wyoming, according to that plat recorded in the Office of the Teton County Clerk on July 18, 1905, as Plat no. 102, commonly known as Crabtree Corner (the "Commercial Center") (the improvements within the Commercial Center are collectively referred to as the "Buildings"), comprising Space 4 and 5 on the second level of the Buildings totaling approximately 4548 square feet, which is outlined on Exhibit A attached hereto.

1.2. Names of Guarantors: None.

1.3. Security Deposit: None.

1.4. Base Term: Five (5) years, beginning on the Commencement Date and ending on the Expiration Date.

1.5. Commencement and Expiration Dates of Base Term: June 1, 2018 and May 31, 2023, respectively.

1.6. Renewal Term: Five (5) years, beginning on expiration of the Base Term and ending on May 31, 2028.

1.7. Base Rent:

Period		Annual Base Rent	Monthly Payment
BASE AND RENEWAL TERM			
Lease Year 1		Year 1 Annual Base Rent shall be equal to [redacted] (final annual rent pursuant to the 2006 SRG Lease (as defined in Section 2.4 below)) multiplied by a fraction, the numerator of which is the Index (as defined in Section 5.2) published on May 10, 2018 (for price increases through April 30, 2018), and the denominator of which is the Index published on May 12, 2017 (for price increases through April 30, 2017).	Applicable Annual Base Rent Divided by Twelve (12).
Lease Years 2-5		Annual Base Rent as described above increased each June 1, beginning on June 1, 2019, by the CPI Increase as described at Section 5.2.	Applicable Annual Base Rent Divided by Twelve (12).
Lease Renewal		Annual Base Rent in effect on May 31, 2023, increased	Applicable Annual Base Rent

Years 6-10		each June 1, beginning on June 1, 2023, by the CPI Increase as described at Section 5.2.	Divided by Twelve (12).

1.8. Tenant's Proportionate Share of Operating Costs: Tenant's Proportionate Share shall be based on the square footage leased to Tenant (4548 sq. ft.) as a percentage of the total leasable square footage in the Commercial Center (14628 sq. ft.). Tenant's Proportionate Share of Operating Costs shall equal thirty-one percent (31%) of total Operating Costs.

1.9. Tenant's Trade Name and Description of Tenant's Business Conducted on Premises: Snake River Corporation; operating as "Snake River Grill", a restaurant which also serves alcoholic beverages.

1.10. Tenant's Initial Notice Address:

Snake River Corporation
Mailing Address
P.O. Box 569
Jackson, WY 83001
Physical Address
84 East Broadway, Suite 2
Jackson, WY 83001

1.11. Landlord's Initial Notice and Payment Address:

Crabtree Corner, LLC
Mailing Address
P.O. Box 3767
Jackson, WY 83001
Physical Address
1315 S. HWY 89, Suite 101
Jackson, WY 83001

2. LEASE TERM

2.1. General. Landlord hereby leases to Tenant, and Tenant hereby takes and leases from Landlord, the Premises for a period starting on the Commencement Date and continuing for the Base Term, unless sooner terminated or renewed for the Renewal Term as provided herein.

2.2. Renewals: Provided that no Tenant "Event of Default" (as defined in Section 21.1 below) exists as of the time of exercise of a Renewal Option or the commencement of the Renewal Period, Tenant shall have the right and option ("Renewal Option") to extend the Term for the number of Renewal Periods specified in Section 1.6. The Renewal Option may be exercised by delivery to Landlord of written notice of such renewal no later than one hundred eighty (180) days prior to the initial Expiration Date. The Renewal Period shall be for the period specified in Section 1.6, and the Base Rent payable therefor shall be as set forth in Sections 1.7 and 5.2. All other terms and provisions of the Lease shall be applicable during any Renewal Period with the same force and effect as the Base Term.

2.3. Memorandum: Section Omitted.

2.4. Condition. Other than Landlord's obligations as set forth in Section 11.2 below, Landlord shall have no obligation to make any other improvements or alterations to the Premises or the Commercial Center, and Tenant hereby accepts the Premises, the Common Areas, and all other portions of the Commercial Center in an AS IS condition, with all faults. Tenant acknowledges that it has previously and continuously been in possession of the Premises under the terms of the that certain Commercial Lease Agreement dated June 20, 2006, between Tenant and Crabtree Ventures, LLC (successor in interest to Landlord) (the "2006 SRG Lease"), which possession began on June 20, 2006, and has continued through May 31, 2017, and thus has extensive knowledge of the condition of the Premises. Tenant hereby acknowledges that it has relied on its own inspections, prior knowledge, and due diligence in entering this Lease and not on any representations or warranties of Landlord or any broker or other representative

of Landlord concerning the condition or suitability of the Premises or the Commercial Center for any particular purpose or any other matter.

3. USE OF PREMISES

3.1. Use and Operation. Tenant shall continuously use (subject to limited closings during the spring and fall off seasons) and occupy the Premises for the purposes set forth in Section 1.9 and for no other purpose whatsoever without Landlord's prior written consent. Tenant shall not perform any acts or carry on any practices which may injure the Premises, the Building or the Commercial Center, and the other improvements located in the Building or be a nuisance or a menace to the other tenants in the Building, or within the Commercial Center. Tenant shall comply with all applicable present or future laws relating to the Premises and Tenant's use thereof, including without limitation, laws regulating hours of operation, health, safety, zoning and building codes, and any permit or license requirements. Tenant shall not use the Premises for any purpose in violation of exclusive rights of which Tenant has knowledge or notice granted by Landlord from time to time to any other tenant or occupant of any portion of the Commercial Center; provided, however, that Landlord shall not grant any exclusive right that would prevent Tenant from conducting its business as described in Section 1.9. Tenant shall conduct its business at all times in a manner consistent with reputable business standards such that a high quality reputation of the Commercial Center is developed and enhanced. Tenant shall conduct Tenant's business only under the trade name set forth in Section 1.9.

3.2 Use of Roof, Deck, and Storage Space. In addition to Units 4 and 5, Tenant shall have the non-exclusive right to use (i) the roof/deck space above the space currently leased by *By Nature Gallery*, (ii) the deck on the North side of Units 4 and 5, and (iii) storage space in the basement of the Building in which the Premises is located (collectively the "Roof/Deck/Storage Area") with the following conditions:

(a) Use of the Roof/Deck/Storage Area shall not require additional rental from Tenant;
(b) Tenant shall pay to Landlord all costs associated with the maintenance and repair of the Roof/Deck/Storage Area as are necessitated by Tenant's use thereof;
(c) Tenant shall include the Roof/Deck/Storage Area as part of Tenant's operating premises for purposes of the tenant insurance policies described in Section 8.1;
(d) Tenant shall indemnify Landlord against any loss, liability or expenses arising out of or resulting from Tenant's use of the Roof/Deck/Storage Area, including loss of business or assets suffered by any other tenant of Landlord due to Tenant's use;
(e) Tenant's use shall comply with all applicable town zoning ordinances or requirements as they apply to the Roof/Deck/Storage Area;
(f) Regarding storage space, Tenant shall insure that at least 18" inches of clearance is maintained at all times from all valves and connections;
(g) Tenant shall insure that nothing is leaned or stacked against the sprinkler controls;
(h) Tenant shall insure that a passageway of not less than 30" wide and otherwise complying with all fire and other code requirements shall be maintained from the elevator to the exit door of the storage space;
(i) Tenant shall insure that nothing shall be placed or stored in the hallway outside of the storage room or the stairs leading to the outside exit;
(j) Tenant shall not serve alcohol within the Roof/Deck/Storage Area unless Tenant has received approval from the Town of Jackson to include the Roof/Deck/Storage Area in Tenant's approved service area pursuant to its Restaurant Liquor License. Tenant shall provide Landlord with proof of such approval prior to service of alcoholic beverages within the Roof/Deck/Storage Area; and
(k) Landlord may immediately and without prior notice terminate Tenant's right to use an applicable portion(s) of the Roof/ Deck/Storage Area as described above in items (i), (ii) and (iii) above if Landlord, in Landlord's reasonable discretion, determines that the use of the applicable portion(s) of the Roof/Deck/Storage violates any governmental law, statute, regulation, rule, ordinance, or requirement; or violates the requirements of, or materially increases the premium due under, any insurance policy held by Landlord insuring its interest in the Commercial Center.

3.3. Insurance Restrictions. Tenant shall not perform any act which would cause the cancellation of any insurance policies related to the Commercial Center. Tenant shall reimburse Landlord for any increases in insurance premiums payable by Landlord as a result of Tenant's use of the Premises or the nature of Tenant's business.

3.4. Improvements. If, due to Tenant's use of the Premises, improvements or alterations to any portion of the Commercial Center are necessary to comply with any requirements of law or Landlord's insurance carriers, Tenant, upon reasonable advance notice from Landlord and approval by Tenant of an estimate for such work (such approval not to be unreasonably withheld), shall pay the entire cost of such improvements or alterations. Such work shall be subject to the terms and conditions of Section 11.2.

3.5. Prohibitions. Tenant shall not cause or maintain any nuisance in or about the Premises and shall keep the Premises free of debris, rodents, vermin and anything of a dangerous, noxious or offensive nature or which would create a fire hazard (through undue load on electrical circuits or otherwise) or undue vibration, noise or heat. Tenant shall not cause the safe floor loading capacity of the Premises and Roof/Deck/Storage Area to be exceeded. Tenant shall not disturb or interfere with the quiet enjoyment of other Tenant premises within the Commercial Center or of use of the Common Areas (as defined below) by any other tenant or occupant of any portion of the Commercial Center.

3.6. Common Areas. All of the portions of the Commercial Center made available by Landlord (including the Roof/Deck/Storage Area) for use in common by tenants and their employees and invitees from time to time ("Common Areas") shall remain subject to Landlord's exclusive control at all times. Excepting Tenant's use of the Roof/Deck/Storage Area pursuant to Section 3.2 above, Tenant shall not directly or indirectly conduct business in the Common Areas or make any use of the Common Areas which interferes in any way with the use of the Common Areas by other parties. Tenant's use of the Common Areas shall be subject to the other provisions of this Lease, including, without limitation, the Rules (as defined below). Tenant's right to use the Common Areas shall terminate upon the expiration or earlier termination of this Lease or Tenant's right to possession of the Premises. Landlord shall be entitled to make such changes in the Common Areas (including the Roof/Deck/Storage Area) as it deems appropriate and to determine the nature and extent of all Common Areas. Landlord shall have the right to close all or any portion of the Common Areas to discourage non-customer parking or prevent a dedication thereof to public use or prevent the acquisition of any public or private rights in such areas. Landlord reserves the right to use or permit or deny the use of the Common Areas for any purpose which in Landlord's sole opinion may be in the best interests of the Commercial Center, including without limitation promotions, events, exhibits, displays, shows and other activities. The Common Areas may, at Landlord's election, include areas in adjoining properties which are or become available to tenants of the Commercial Center. Without limiting the generality of the foregoing, the Common Areas may include, as designated by Landlord from time to time, any parking spaces, building roofs, exterior walls, foundations, sidewalks, streets or roadways, passageways, service corridors, delivery areas, stairs, landscaped areas, directory signs and equipment, common lighting facilities, drainage facilities and areas, and all other decorations, fixtures, improvements and other facilities located in or serving any of the foregoing, except to the extent reserved for use by designated tenants. Neither Tenant, nor any other tenant of the Commercial Center, shall have exclusive use of any parking spaces. Landlord and Tenant acknowledge that although the Commercial Center's elevator is part of the Common Areas, Tenant shall have the right but not the obligation to lock the elevator doors after business hours. If Tenant elects to lock the elevator doors, Tenant shall unlock the elevator doors the following day no later than 8:00AM, Mountain Time.

3.7. Rules. Tenant shall and shall cause its agents, employees and contractors to comply with any non-discriminatory and reasonable rules and regulations for the Commercial Center promulgated by Landlord from time to time (the "Rules"). Landlord's current Rules are attached as Exhibit B. Landlord from time to time by notice to Tenant may amend such Rules in any manner which is not inconsistent with the express provisions of this Lease.

3.8. Compliance with Environmental Laws. Without in any manner limiting any other provision of this Lease, Tenant hereby represents, warrants and agrees for the full duration of its obligations under this Lease that it will:

(a) Comply fully with all federal, state and local laws, rules, orders, or regulations pertaining to health or the environment ("Environmental Laws");
(b) Not dispose of or permit or acquiesce in the disposal of any waste (including, but not limited to, any paints, solvents, or paint thinners) products on, under or around the Premises;
(c) Defend, indemnify and hold harmless Landlord from and against any and all costs, claims, demands and damages, including attorneys' fees and court costs and investigatory and laboratory fees, related to any breach of this Lease, including, without limitation, any adverse health or environmental condition (including without limitation any violation of Environmental Laws) occurring during the Term or during any prior term of occupancy of the Premises by Tenant and caused by Tenant or its employees. This indemnification obligation shall survive the expiration or termination of this Lease;
(d) Comply with all reporting obligations imposed under the Federal Emergency Planning and Community Right to Know Act of 1986 and any similar state or local laws, rules or regulations;
(e) Comply with all pretreatment requirements imposed by law with respect to the disposal of waste or effluent into the sanitary sewer system;
(f) Prevent any dumping, spillage, leakage or runoff of substances regulated by Environmental Laws ("Regulated Substances") into dry wells, storm drains, water retention areas, Common Areas or any areas where such substances could be absorbed into the soil;
(g) Obtain and maintain all permits required by federal, state or local laws, rules or regulations;
(h) Prepare, and upon request provide a copy to Landlord of, all response plans required by applicable law; and
(i) Not keep, store or use within the Premises any Regulated Substances (as defined by the US EPA) except small quantities that are reasonably necessary for Tenant's business and are stored, used and disposed of in compliance with all Environmental Laws.

3.9. Environmental Audit. At any time and from time to time, Landlord may retain an environmental consultant or engineer to conduct an environmental audit or environmental assessment of the Premises and Tenant's compliance with applicable laws, rules and regulations. Tenant shall extend its full cooperation with such audit or investigation. If Tenant is found not to be substantially in compliance with applicable law, all reasonable costs associated with such audit or assessment shall be paid by Tenant to Landlord upon demand; otherwise all costs shall be borne by Landlord. In addition, Tenant, at Landlord's request from time to time, shall complete such questionnaires and provide such information with respect to Tenant's activities and operations on the Premises as Landlord shall reasonably require.

3.10. Service of Alcoholic Beverages. Tenant may serve alcoholic beverages within the Premises and roof and deck portions of the Roof/Deck/Storage Area during the term hereof; provided however, Tenant shall at all time remain in compliance with local and federal alcoholic beverage laws and Title 12 of the Wyoming Statutes entitled "Alcoholic Beverages", including prohibiting any sale of alcoholic beverages to a habitual drunkard, any visibly intoxicated person, and any person under twenty-one (21) years of age. Notwithstanding the foregoing, Tenant may only serve alcoholic beverages within the roof and deck portions of the Roof/Deck/Storage Area if Tenant has received permission from the Town of Jackson to include such area in Tenant's permitted alcohol beverage service area.

4. GUARANTIES. .Intentionally deleted.

5. RENT.

5.1. Base Rent. Tenant shall pay to Landlord, in advance, on the first day of each calendar month, beginning on the Commencement Date, Base Rent in the applicable amounts set forth in Section 1.7. Base Rent payable with respect to a period consisting of less than a full calendar month shall be prorated.

5.2 Increase in Base Rent Based on CPI. Beginning on the first anniversary of the Commencement Date and on each anniversary of the Commencement Date thereafter (an "Adjustment Date"), Annual Base Rent shall be increased to equal an amount that is the product obtained by multiplying the Annual Base Rent in effect immediately prior to the Adjustment Date by a fraction, the numerator of which is the Index, as defined below, published nearest but prior to the Adjustment Date, and the denominator of which is the Index published nearest but prior to the

previous Adjustment Date (for purposes of calculating the adjustment of Annual Base Rent on June 1, 2019, the prior Adjustment Date shall be June 1, 2018). In no event shall Annual Base Rent be decreased. As used herein the term "Index" shall refer to the Consumer Price Index for the Western Region All Urban Consumers (CPI-U) as published by the United States Bureau of Labor Statistics.

5.3. Late Charges. In the event that a payment due hereunder is more than ten (10) days late, Tenant shall pay to Landlord, in addition to the amount due, a late payment fee equal to five percent (5%) of the amount of the payment due together with interest on the amount of Base Rent due at a rate of eighteen percent (18%) per annum from the date the payment was originally due until paid in full. The assessment or collection of a late charge shall not constitute the waiver of any breach or default and shall not bar the exercise of other remedies for nonpayment.

5.4. Excise Taxes. Tenant shall pay to Landlord all sales, use, transaction privilege, or other excise tax levied or imposed upon, or measured by, any amount payable by Tenant under this Lease.

5.5. Obligations Are Rent. All amounts payable to Landlord under this Lease constitute rent and shall be payable without notice, demand, deduction or offset to Landlord at the address set forth in Section 1.11 or to such person and at such place as Landlord may from time to time designate by written notice to Tenant.

6. OPERATING COSTS.

6.1. Tenant's Proportionate Share. Tenant shall pay to Landlord Tenant's Proportionate Share of Operating Costs, as defined in Section 1.8 above, during the Term of the Lease. In addition, Tenant shall pay to Landlord One Hundred Percent (100%) of Tenant Specific Costs as defined and described in Section 6.4 below.

6.2 Payment. Tenant shall pay Tenant's Proportionate Share of Operating Costs and Tenant Specific Costs monthly when billed by Landlord. Landlord shall bill Tenant only for actual Operating Costs and Tenant Specific Costs billed to or payable by Landlord.

6.3. "Operating Costs" consist of all costs of operating, maintaining and repairing the Commercial Center, including, without limitation, the following:

(a) Premiums for property, casualty, liability, rent interruption or other insurance and amounts deductible from claims thereunder.
(b) The cost of cleaning, including cleaning of common bathrooms, sweeping of boardwalk areas and removal of trash or debris.
(c) The cost of landscaping, including irrigating, trimming, mowing, fertilizing, seeding and replacing plants, and snow removal.
(d) The cost of seasonal decorations, if any.
(e) The cost of utilities, including fuel, gas, electricity, water, sewer, telephone and other services not separately metered to tenants of the Building.
(f) The cost of maintaining, operating and repairing lighting standards, pumps, amenities, signage and sign structures (other than those of separate tenants or occupants), and any other fixtures and equipment.
(g) The costs of maintenance and repairing of the Building's electrical and plumbing systems (excluding the Building's HVAC system which is addressed at Section 6.4 below).
(h) The cost of maintaining and repairing the elevator (except as set forth in Section 6.4 below).
(i) The cost of testing, maintaining, and repairing the Building's fire suppression system.
(j) The cost of maintaining and repairing driveways, parking areas, sidewalks, boardwalks, decking, curbs and other improvements within the Common Areas.
(k) The cost of policing and security.
(l) The cost of any equipment rented or used and the cost of supplies consumed in the maintenance and operation of the Commercial Center.
(m) Audit fees and the cost of accounting services incurred in the preparation of statements referred to in this Lease.

(n) The cost of property management.

(o) Costs of alterations or modifications to the Commercial Center necessary to comply with requirements of applicable law.

(p) General and special real and personal property taxes and assessments for the Commercial Center together with expenses incurred in efforts to reduce taxes or assessments. For purposes of the foregoing, "taxes" shall include without limitation all federal, state, county or local governmental, special district, improvement district, municipal or other political subdivision taxes, fees, levies, assessments, charges or other impositions of every kind and nature, whether foreseen or unforeseen, general, special, ordinary or extraordinary, upon or respecting the Commercial Center, including without limitation, real estate and other ad valorem taxes, general and special assessments, interest on any special assessments paid in installments, transit taxes, water and sewer rents, taxes based upon the receipt of rent including, without limitation, gross receipts taxes applicable to rent, personal property taxes imposed upon fixtures, machinery, equipment, apparatus, appurtenances, furniture and other personal property used in connection with the Commercial Center. Notwithstanding the foregoing, "taxes" shall not include excess profits taxes, franchise taxes, gift taxes, capital stock taxes, inheritance and succession taxes, estate taxes, federal and state income taxes. Tenant shall pay increased taxes, whether as a result of increases in the assessment or valuation of the Commercial Center and whether based on a sale, change in ownership or refinancing or otherwise, increases in tax rates, reduction or elimination of any credits, rollbacks or other deductions available under current law, scheduled reductions, elimination, invalidity or withdrawal of any tax abatement, or for any other cause whatsoever. Tax refunds shall be deducted from such taxes in the year they are received by Landlord. If taxes for any period shall be increased after payment thereof by Landlord for any reason, including without limitation error, reassessment or supplemental billing by applicable governmental or municipal authorities, Tenant shall pay Landlord within ten (10) days after notice Tenant's Proportionate Share of such increased taxes.

With respect to Operating Costs and Tenant's pro rata share of such costs, Landlord shall provide a breakdown by category of such costs (based on the breakdown of Operating Costs set forth in subsections (a) through (p) above) with each monthly invoice to Tenant. The monthly invoice shall also include any Tenant Specific Costs incurred by Landlord. Tenant shall also have the right, upon reasonable advance notice to Landlord, to review at Landlord's office all back up materials, contractor and subcontractor invoices and expenses related to Operating Costs and Tenant Specific Costs assessed to Tenant.

6.4. Tenant Specific Costs. Landlord and Tenant acknowledge that the HVAC unit (i.e. the heat, ventilation, and air-conditioning unit) serving the Premises serves only the Premises and no other portion of the Commercial Center. As a result, Tenant shall pay to Landlord One Hundred Percent (100%) of the costs of maintaining and repairing the HVAC unit serving the Premises. Tenant shall not be responsible for paying any costs associated with HVAC units serving other areas of the Commercial Center. In addition, In addition, Landlord and Tenant acknowledge that the Commercial Center's elevator is used primarily by Tenant. As a result, Tenant shall pay to Landlord One Hundred Percent (100%) of the costs of repairing the elevator if the repair is necessitated as a result of Tenant's use of the elevator. Tenant shall pay to Landlord all costs associated with the maintenance and repair of the Roof/Deck/Storage Area as are necessitated by Tenant's use thereof.

6.5. Exclusions. Notwithstanding anything to the contrary in Section 6.3, "Operating Costs" shall not include:

(a) Net amounts recovered from other sources, such as insurance proceeds, equipment warranties, judgments or settlements.

(b) Utilities or other expenses paid directly by tenants to suppliers or paid by tenants to Landlord for separately metered or special services.

(c) Payments on any mortgage or other encumbrance or ground lease.

(d) Construction of buildings or other improvements for the exclusive use of any tenant or other occupant.

(e) Construction of new improvements (but not replacement or repair of existing improvements) in the Common Area.

(f) Repair or replacement of the Building's roof and structural elements (provided repair or replacement of the roof was not necessitated by Tenant's use of the Roof/Deck/Storage Area).
(g) Replacement of the Building's heating and air conditioning, ventilation, electrical and plumbing systems, and fire suppression system.
(h) Leasing commissions.
(i) Correction of defects in the initial construction of the Commercial Center which are covered by construction warranties.
(j) General overhead and administrative expenses of Landlord not directly related to the operation of the Commercial Center.
(k) Costs of negotiating or enforcing leases of other tenants.

7. TAXES. In addition to any other amounts for which Tenant is responsible, Tenant shall pay to the applicable taxing authority before delinquency all taxes levied or assessed upon, measured by or arising from: (a) the conduct of Tenant's business; (b) Tenant's leasehold estate; or (c) Tenant's property.

8. INSURANCE AND INDEMNITY.

8.1. Insurance Policies. Tenant shall, at its expense, take out and keep in full force and effect at all times during the Term the following insurance:

(a) All Risk property insurance, including without limitation sprinkler leakage, in an amount equal to the full replacement cost of all property owned by Tenant or within the Premises, including, but not limited to, Tenant Improvements, contents, inventory, and all personal property within the Premises.
(b) Business interruption insurance with a limit sufficient to cover not less than a six month loss of income.
(c) Plate glass insurance coverage.
(d) Commercial general liability insurance applying to third party claims for bodily injury or property damage alleged from the use and occupancy of the Premises and the business operated by Tenant, including coverage for "premises/operations", "products and completed operations", and "blanket contractual" liabilities, written on an occurrence basis with limits not less than $1,000,000 per occurrence and $2,000,000 in the aggregate. The commercial general liability insurance shall include liquor liability coverage of Landlord. The policies shall name Landlord, its agents, affiliates, and property manager as additional insureds.
(e) Host liquor liability insurance written on an occurrence basis with limits not less than $1,000,000 per occurrence and $2,000,000 in the aggregate.

8.2. Policy Requirements. Tenant's insurance policies shall:

(a) Contain a waiver of any subrogation rights which Tenant's insurers may have against Landlord and those for whom the Landlord is legally responsible;
(b) Be issued by insurers reasonably acceptable to Landlord;
(c) Be non-contributing and apply as primary, and not as excess to, any other insurance available to the Landlord;
(d) Not be invalidated with respect to the interests of the Landlord and the holder of any encumbrance on the Commercial Center by reason of any breach or violation by Tenant of any warranties, representations, declarations or conditions contained in the policies;
(e) Contain an undertaking by the insurer to notify the Landlord, and the holder of any encumbrance on the Commercial Center designated by Landlord, in writing not less than thirty days prior to any material change, cancellation or termination; and
(f) Be satisfactory in form, substance, limits, deductibles and retentions to Landlord.

8.3. Evidence of Coverage. Tenant shall deliver to Landlord certificates of insurance or, if required by Landlord, certified copies of each such insurance policy as soon as practicable after the placing of the required

insurance and periodically thereafter upon renewal or replacement of the policies then in force, which shall occur at least 30 days prior to the expiration or cancellation thereof. Landlord shall have the right to request current confirmation of insurance coverage from time to time. No review or approval of any such insurance certificate by Landlord shall derogate or diminish Landlord's rights or Tenant's obligations. Tenant shall not take possession of the Premises without having complied with the requirements of this Section. If at any time Tenant fails to provide satisfactory evidence of all required coverages, Landlord may but shall have no obligation to purchase such insurance for Tenant and at Tenant's sole cost and expense, which shall be immediately due and payable by Tenant upon demand.

8.4. Indemnity and Exculpation. Tenant shall defend, indemnify and hold Landlord harmless from and against any and all loss, claims, actions, damages, liability and expense in connection with loss of life, personal injury, damage to property or any other loss or injury whatsoever by reason or arising directly or indirectly from (a) any default, breach or violation by Tenant under this Lease, (b) any negligent act of Tenant, its agents, employees, subtenants, assignees, invitees or visitors of the Premises, and/or (c) the use or occupancy by Tenant, its agents, employees, invitees or visitors of the Premises. Landlord shall indemnify, defend and hold Tenant harmless from and against any and all loss, damage, liability or expense of any kind including without limitation attorneys' fees and court costs incurred arising from (a) any default, breach or violation by Landlord under this Lease, or (b) any grossly negligent or other tortious act of Landlord, its employees or agents with respect to the Premises. If Tenant recovers from the insurance carried pursuant to this Lease, Landlord is hereby released from this indemnification to the extent of such proceeds. Except with respect to Landlord's obligations as contained in this Lease, Landlord shall not be liable and Tenant hereby waives all claims for any damage to any property in or about the Premises or the Commercial Center or injury or inconvenience to Tenant's business, by or from any cause whatsoever, including without limiting the foregoing, rain or water leakage of any character from the roof, windows, walls, basement, pipes, plumbing works or appliances. Tenant acknowledges that it is protecting itself against loss by maintaining appropriate insurance coverage.

8.5. Landlord's Policies. No insurable interest is conferred upon Tenant under any policies of insurance carried by Landlord, and Tenant shall not be entitled to share or receive proceeds of any insurance policy carried by Landlord.

9. FIRE AND CASUALTY.

9.1. Termination Rights. If all or part of the Premises is rendered untenantable by damage from fire or other casualty which in Landlord's opinion cannot be substantially repaired (employing normal construction methods without overtime or other premium) under applicable laws and governmental regulations within 90 days from the date of the fire or other casualty, then either Landlord or Tenant may elect to terminate this Lease as of the date of such casualty by written notice delivered to the other not later than ten days after notice of such determination is given by Landlord.

9.2. Restoration. If in Landlord's reasonable opinion the damage caused by the fire or casualty can be substantially repaired (employing normal construction methods without overtime or other premium) under applicable laws and governmental regulations within 90 days from the date of the fire or other casualty, or if neither party exercises its right to terminate under Section 9.1, Landlord shall, but only to the extent that insurance proceeds are available for such purpose, repair such damage, other than damage to furniture, furnishings, equipment, trade fixtures or other personal property which does not belong to the Landlord, all of which shall be repaired or replaced forthwith by Tenant at its own expense.

9.3. Abatement. During any period of restoration, the Base Rent payable by Tenant shall be proportionately reduced to the extent that the Premises are thereby rendered untenantable from the date of casualty until substantial completion by Landlord of the repairs to the Premises (or the part thereof rendered untenantable) or until Tenant again uses the Premises (or the part thereof rendered untenantable) in its business, whichever first occurs.

9.4. Demolition of Commercial Center. Notwithstanding anything to the contrary in Section 9.2, if all or a substantial part (whether or not including the Premises) of the Commercial Center is rendered untenantable by damage from fire or other casualty to such a material extent that in the opinion of Landlord the Commercial Center must be totally or partially demolished, whether or not to be reconstructed in whole or in part, Landlord may elect to terminate this Lease as of the date of the casualty (or on the date of notice if the Premises are unaffected by such casualty) by written notice delivered to Tenant not more than sixty days after the date of the fire or casualty.

9.5. Agreed Remedies. Except as set forth in Section 9.3 above, there shall be no reduction or abatement of rent and Landlord shall have no liability to Tenant by reason of any injury to or interference with Tenant's business or property arising from fire or other casualty, however caused, or from the making of any repairs resulting therefrom in or to any portion of the Commercial Center or the Premises by Tenant or Landlord. Except as expressly provided in Section 9.1, Tenant waives any statutory or other rights of termination by reason of fire or other casualty, it being the intention of the parties to provide specifically and exclusively in this Article for the rights of the parties with respect to termination of this Lease as a result of a casualty.

10. CONDEMNATION.

10.1. Automatic Termination. If during the Term all or any material part of the Premises is permanently taken for any public or quasi-public use under any statute or by right of eminent domain, or purchased under threat of such taking, this Lease shall automatically terminate on the date on which the condemning authority takes possession of the Premises.

10.2. Optional Termination. If during the Term any part of the Commercial Center is taken or purchased by right of eminent domain or in lieu of condemnation, whether or not any portion of the Premises is taken, and if in the reasonable opinion of Landlord substantial alteration or reconstruction of the portion of the Commercial Center is necessary or desirable as a result thereof, or the amount of parking available to the portion of the Commercial Center is materially and adversely affected, Landlord shall have the right to terminate this Lease by giving Tenant at least one hundred eighty (180) days written notice of such termination.

10.3. Award. Landlord shall be entitled to receive and retain the entire award or consideration for the affected lands and improvements and Tenant shall not have or advance any claims against Landlord for the value of its property or its leasehold estate or the unexpired term of this Lease or for costs of removal or relocation or business interruption expense or any other damages arising out of the taking or purchase. Nothing herein shall give Landlord any interest in or preclude Tenant from seeking and recovering on its own account from the condemning authority any separate award of compensation attributable to the taking or purchase of Tenant's chattels or trade fixtures or attributable to Tenant's relocation expenses provided that any such separate claim by Tenant shall not reduce or adversely affect the amount of Landlord's award. If any such separate award made or compensation paid to Tenant specifically includes an award or amount for Landlord, Tenant shall promptly account therefor to Landlord.

11. MAINTENANCE.

11.1. By Tenant. Tenant shall maintain the Premises and the improvements thereon, including all doors and plate glass serving the Premises, and heating, air conditioning, ventilation, grease traps, electrical and plumbing systems located within the Premises, but excluding Landlord's obligations as set forth in Section 11.2 below, in good condition and repair consistent with the standards for the Commercial Center determined by Landlord pursuant to Section 11.2. If Tenant does not comply with its obligations under this Article, Landlord may, but need not, make such repairs and replacements, and Tenant shall pay Landlord the cost thereof upon demand. Tenant also shall make such repairs and alterations necessary to comply with the requirements of any governmental or quasi-governmental authority having jurisdiction.

11.2. By Landlord. Landlord shall maintain the Common Areas, the roof and structural elements of the Premises, and heating, air conditioning, ventilation, electrical and plumbing systems not located within the Premises, such that these components remain in good condition and repair in accordance with standards then prevailing for comparable mixed use commercial centers of like age and character or such higher standard as Landlord may

determine. Landlord shall repair any common utility facilities in the Common Areas. Should the Common Center's plumbing system serving solely or primarily the Premises require repair, Landlord shall be primarily responsible for causing such repair to be undertaken. However, should Landlord and Tenant both agree that Tenant is better situated to cause such repair to be undertaken, Tenant shall be responsible for undertaking the repair and pass the invoice for the cost of repair to Landlord for payment (which cost may be allocated to tenants of the Common Center as described in Section 6). Landlord shall not be liable or responsible for breakdowns or temporary interruptions in access or utilities nor for interference with Tenant's business or Tenant's access to the Premises during the course of repairs or remedial work. However, notwithstanding the foregoing, Landlord shall make reasonable efforts to not unreasonably interfere with Tenant's business and Tenant's access to the Premises. Certain of the costs incurred by Landlord pursuant to its obligations described in this Section 11.2 shall be passed through to Tenant pursuant to Section 6 of this Lease.

12. UTILITIES. Notwithstanding anything to the contrary in this Lease, all utilities for the Premises shall be arranged directly by Tenant with the utility supplier, including the posting of any required deposits, and paid directly to the utility supplier when due. Tenant shall not install any equipment or fixtures, or use the same, in any manner which exceeds the safe and lawful capacity of any utility equipment or lines serving the Premises. Landlord shall not be liable in damages or otherwise for any failure, variation, shortage or interruption of any utilities or services and Tenant shall not be entitled to terminate this Lease or abate any portion of the rent as a result of such failure, variation, shortage or interruption. Tenant shall also arrange directly for all refuse removal services provided to the Premises and shall cause all refuse to be removed with sufficient frequency to prevent odors or accumulation. The location of refuse containers shall be subject to Landlord's approval.

13. LANDLORD RIGHT OF ENTRY. Upon reasonable notice to Tenant, Landlord shall have access to the Premises for purposes of showing the Premises to current or prospective lenders, to prospective purchasers of the Commercial Center and, during the twelve-month period preceding the expiration of the Term of this Lease or any renewal period, to prospective tenants. Landlord shall at all times have access to the Premises for purposes of inspection and performing Landlord's obligations and exercising its rights under this Lease.

14. SIGNS. All existing signage as of the date of execution of this Lease shall hereby be deemed approved by Landlord. No sign, placard, picture, advertisement, name or notice shall be inscribed, displayed, printed or affixed on or to any part of the outside or inside of the Building without the Tenant first obtaining the written consent of Landlord, which consent may be granted or denied at Landlord's sole discretion. Tenant must comply with all regulations of the Town of Jackson with respect to signage. Landlord shall have the right to remove any such sign, placard, and picture, advertisement, name or notice without notice to and at the expense of Tenant. All approved signs or lettering on doors shall be printed, painted, or affixed or inscribed at the expense of Tenant by a person or company approved by the Landlord. Tenant shall not place anything or allow anything to be placed near or on the glass of any window, door, partition or wall which may appear unsightly from outside the Premises.

15. TENANT ALTERATIONS.

15.1. General Requirements. Tenant shall not make or construct any changes, additions and improvements in the Premises ("Tenant's Work") unless all of the following conditions have been satisfied. All Tenant's Work shall:

(a) Comply with the requirements of any governmental or quasi-governmental authority having jurisdiction (including, without limitation, the Americans with Disabilities Act), with the requirements of Landlord's insurance carriers, and with Landlord's safety and access requirements, including restrictions on flammable materials and elevator usage.
(b) Not be commenced until Landlord has received satisfactory evidence that all required permits have been obtained.
(c) Be performed only with the prior written consent of Landlord (which may be withheld in Landlord's sole discretion).

(d) Be constructed in good and workmanlike manner using only materials which are new, of high quality, and free from defects and conform strictly to complete working drawings and specifications prepared by a licensed architect and submitted to and approved by Landlord.

(e) Be of a quality that equals or exceeds the then current standard for the Commercial Center and comply with all building, fire and safety codes.

(f) Be carried out only during hours approved by Landlord by licensed contractors selected by Tenant and approved in writing by Landlord, who shall deliver to Landlord before commencement of the work performance and payment bonds as well as proof of workers' compensation and general liability insurance coverage, including coverage for completed operations and contractual liability, with Landlord and its agents and designees named as additional insureds, in amounts, with companies, and in form reasonably satisfactory to Landlord, which shall remain in effect during the entire period in which the work shall be carried out. Notwithstanding the foregoing, only subcontractors selected or designated by Landlord may be used to make connection with the Commercial Center's main electrical, plumbing or HVAC systems, except connections to circuit panels, pipes or ducts within the Premises.

(g) Be prosecuted diligently and continuously from commencement to completion.

If Landlord selects, consents to or supervises, or recommends any suppliers, contractors, architects or engineers, the same shall not be deemed a warranty as to the adequacy of the design, workmanship or quality of materials or compliance of Tenant's Work with the requirements of this Lease, and Tenant shall remain solely responsible therefor. Landlord shall have the right to inspect Tenant's Work at any time during the course of construction or thereafter. If Tenant fails to perform Tenant's Work as required herein or the materials supplied fail to comply herewith or with the specifications approved by Landlord, and Tenant does not commence and cure such failure promptly and diligently, and in any event within 30 days after written notice by Landlord (except that notice shall not be required in emergencies), Landlord shall have the right to stop the Tenant's Work until such failure is cured (which shall not be in limitation of Landlord's other remedies and shall not serve to abate the rent or Tenant's other obligations under this Lease) and to require the removal of any non-conforming portions of Tenant's Work.

15.2. Tenant Installations. Tenant may install in the Premises its usual trade fixtures and personal property in a proper manner, provided that no installation shall interfere with or damage the mechanical or electrical systems or the roof or structure of the Premises or other portion of the Commercial Center. Landlord may require any work that may affect roofs, structural elements or mechanical, electrical, heating, air conditioning, plumbing or other systems to be performed by a contractor designated or approved by Landlord.

15.3 Mechanics Liens. Tenant shall pay before delinquency all costs for alterations, maintenance, repair, replacement or other work done or caused to be done by Tenant in the Premises, shall keep the title to the Commercial Center and every part thereof free and clear of any lien or encumbrance in respect of such work and shall indemnify and hold harmless Landlord and Landlord's agents and employees against any claim, loss, cost, demand or legal or other expense, whether in respect of any lien or otherwise, arising out of the supply of material, services or labor for such work. Tenant shall immediately notify Landlord of any such lien, claim of lien or other action of which it has or reasonably should have knowledge and that affects the title to the Commercial Center or any part thereof, and shall cause the same to be removed by bonding or otherwise within five days, failing which Landlord may take such action as Landlord deems necessary to remove same and the entire cost thereof shall be immediately due and payable by Tenant to Landlord. If provided by applicable law, Tenant shall cause such postings to be made and notices given as shall prevent any mechanics' lien for work done for Tenant from attaching to the Commercial Center.

15.4 Other Construction Requirements. Landlord reserves the right to impose additional reasonable and customary requirements as a condition of Tenant's Work, including without limitation, requirements that Tenant: (i) submit for Landlord's prior written approval detailed plans and specifications prepared by licensed and competent architects and engineers, which shall not be unreasonably withheld or delayed; (ii) submit for Landlord's prior written approval the names, addresses and background information concerning all contractors, subcontractors and suppliers, which shall not be unreasonably withheld or delayed; (iii) obtain and post permits; (iv) submit contractor, subcontractor and supplier lien waivers; (v) comply with such other customary requirements as Landlord may reasonably impose concerning the manner and times in which Tenant's Work shall be done.

16. ASSIGNMENT AND SUBLETTING

16.1. Consent Required. Tenant acknowledges that Landlord has entered into this Lease in order to obtain the unique attraction of Tenant's trade name and the unique services associated with Tenant's business and the unique combination of Tenant's operating expertise and financial integrity. Accordingly, Tenant shall not assign its interest under this Lease or sublet all or any part of the Premises without Landlord's prior written consent, which consent may be withheld at Landlord's sole discretion. Tenant shall not at any time pledge, hypothecate, mortgage or otherwise encumber its interest under this Lease as security for the payment of a debt or the performance of a contract. Tenant shall not permit its interest under this Lease to be transferred by operation of law. Any such purported assignment, sublease, or other transfer made without Landlord's consent shall be void. The term "assignment" includes the following, whether accomplished directly or indirectly: (a) if Tenant is a partnership or limited liability company, the withdrawal or change, voluntarily, involuntarily or by operation of law, of a majority of the partners or members, or a transfer of a majority of ownership interests, in the aggregate on a cumulative basis, or the dissolution of the partnership or limited liability company (other than to immediately family members by reason of gift or death and also excluding transfers of interests among then existing partners or members); and (b) if Tenant is a corporation, the: (i) dissolution, merger, consolidation or other reorganization of Tenant; (ii) sale or other transfer of more than a cumulative aggregate of 50% of the voting shares of Tenant (other than to immediate family members by reason of gift or death and also excluding transfers of interests among then existing shareholders); or (iii) sale, mortgage, hypothecation or pledge of more than a cumulative aggregate of 50% of Tenant's net assets.

16.2. Requests for Approval. Landlord shall be under no obligation to decide whether consent will be given or withheld unless Tenant has first provided to Landlord: (a) the name and legal composition of the proposed assignee or subtenant and the nature of its business; (b) the use to which the proposed assignee or subtenant intends to put the Premises; (c) the terms and conditions of the proposed assignment or sublease and of any related transaction between Tenant and the proposed assignee or subtenant; (d) information related to the experience, integrity and financial resources of the proposed assignee or subtenant; (e) such information as Landlord may reasonably request to supplement, explain or provide details of the matters submitted by Tenant pursuant to subparagraphs (a) through (d); and (f) reimbursement for all reasonable costs incurred by Landlord, including attorneys' fees, in connection with evaluating the request and preparing any related documentation.

16.3. Continued Responsibility. Tenant shall remain fully liable for performance of this Lease, notwithstanding any sublease, for the entire Term. Upon Landlord's approval of any assignment of this Lease in accordance with Section 16.1 and 16.2 above, the assigning Tenant shall be released from all right, title or obligation in this Lease as of the effective date of the assignment of Lease and the new assignee shall assume all right, title or obligation of the "Tenant" of this Lease.

16.4. Excess Proceeds. If consent to an assignment or sublease is given, Tenant shall pay to Landlord, as additional rent, all amounts received from the assignee or subtenant in excess of the amounts otherwise payable by Tenant to Landlord with respect to the space involved, measured on a per square foot basis.

16.5. No Waiver. No consent shall constitute consent to any further assignment or subletting.

16.6. Transfer by Landlord. Upon a sale or other transfer of the Commercial Center (or a portion thereof containing the Premises) by Landlord, this Lease shall continue in full force and effect and Landlord's interest in this Lease shall automatically be transferred to the transferee. Such transferee shall automatically assume all of Landlord's obligations under this Lease accruing from and after the date of transfer and the transferor shall be released of all obligations under this Lease arising after the transfer. Tenant shall upon request attorn in writing to the transferee.

17. SUBORDINATION AND ATTORNMENT.

17.1. Subordination. This Lease is and shall be subject and subordinate in all respects to all existing and future mortgages or deeds of trust now or hereafter encumbering the Commercial Center or any part hereof. The holder of any mortgage or deed of trust may elect in writing at any time to be subordinate to this Lease.

17.2. Lender Protection. Upon a transfer in connection with a foreclosure or trustee's sale proceedings or in connection with a default under an encumbrance, whether by deed to the holder of the encumbrance in lieu of foreclosure or otherwise, Tenant, if requested, shall in writing attorn to the transferee, but the transferee shall not be:

(a) subject to any offsets or defenses which Tenant might have against Landlord;
(b) bound by any prepayment by Tenant of more than one month's installment of rent; or
(c) subject to any liability or obligation of Landlord except those arising after the date of the transfer.

17.3. Documentation. The subordination provisions of this Article shall be self-operating and no further instrument shall be necessary. Nevertheless Tenant, on request, shall execute and deliver any and all instruments requested by Landlord or any Mortgagee further evidencing such subordination.

17.4. Other Transactions. To the extent not inconsistent with Tenant's rights in this Lease, Landlord may at any time and from time to time grant, receive, dedicate, relocate, modify, surrender or otherwise deal with easements, rights of way, restrictions, covenants, equitable servitudes or other matters affecting the Commercial Center without notice to or consent by Tenant.

18. ESTOPPEL CERTIFICATES. Tenant shall at any time within ten days after written request from Landlord execute, acknowledge and deliver to Landlord a statement in writing: (a) certifying that this Lease is unmodified and in full force and effect (or, if modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any; (b) confirming the commencement and expiration dates of the term; (c) confirming the amount of the security deposit held by Landlord; (d) acknowledging that there are not, to Tenant's knowledge, any uncured defaults on the part of Landlord hereunder, or specifying such defaults if any are claimed; and (e) confirming such other matters as Landlord may reasonably request. Any such statement may be conclusively relied upon by a prospective purchaser or encumbrancer of the Premises or the Commercial Center. If Tenant fails to respond within the required period, Tenant shall conclusively be deemed to have certified, confirmed and acknowledged all matters requested by Landlord. If Landlord desires to finance or refinance the Commercial Center, Tenant hereby agrees to deliver to any lender designated by Landlord such financial statements of Tenant as may be reasonably required by such lender. Such statement shall include the past three years' financial statements of Tenant. All such financial statements shall be received by Landlord in confidence and shall be used only for the purposes herein set forth.

19. QUIET ENJOYMENT. If Tenant pays the rent and observes and performs the terms, covenants and conditions contained in this Lease, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term without hindrance or interruption by Landlord, or any other person lawfully claiming by, through or under Landlord unless otherwise permitted by the terms of this Lease. Tenant acknowledges that the exercise by the Landlord of any of the rights conferred on Landlord under this Lease and the entry upon the Premises for or in connection with such purposes shall not be deemed to be a constructive or actual eviction of the Tenant and shall not be considered to be a breach of Landlord's covenant of quiet enjoyment.

20. SURRENDER AND HOLDOVER.

20.1. Surrender. Upon the expiration or termination of this Lease or of Tenant's right to possession, Tenant shall surrender the Premises in a clean undamaged condition. Tenant shall not remove permanent improvements that were provided by Landlord at the commencement of this Lease. All fixtures or improvements constructed or installed by Tenant at the Premises, except Tenant's trade fixtures, non-recessed lighting fixtures, furniture, equipment and other personal property (including, but not necessarily limited to those items set forth on

Exhibit C), shall be the property of Landlord. All HVAC equipment, plumbing fixtures, hot water heaters, fire suppression and sprinkler systems, wall coverings, recessed lighting fixtures, carpeting and other fixtures located in or serving the Premises, except Tenant's trade fixtures, non-recessed lighting fixtures, furniture, equipment and other personal property (including, but not necessarily limited to those items set forth on **Exhibit C**), whether installed by Tenant or Landlord, shall remain at the Premises at the expiration or termination of this Lease without compensation, allowance or credit to Tenant. Tenant shall promptly remove Tenant's trade fixtures, non-recessed lighting fixtures, furniture, drapes, equipment and other personal property (including, but not necessarily limited to those items set forth on **Exhibit C**) and repair any damage to the Premises caused by such removal. Tenant shall also promptly remove all of Tenant's personal property from the Roof/Deck/Storage Area. If Tenant shall fail to perform any repairs or restoration or fail to remove any items from the Premises or Roof/Deck/Storage Area as required hereunder, Landlord may do so, and Tenant shall pay Landlord the cost thereof upon demand. All property removed from the Premises or Roof/Deck/Storage Area by Landlord hereunder may be handled, discarded or stored by Landlord at Tenant's expense, and Landlord shall in no event be responsible for the value, preservation or safekeeping thereof. All such property shall at Landlord's option be conclusively deemed to have been conveyed by Tenant to Landlord as if by bill of sale without payment by Landlord. If Landlord arranges for storage of any such property, Landlord shall have a lien against such property for costs incurred in removing and storing the same.

20.2. Holdover. If Tenant holds over without Landlord's consent, Tenant shall be in Default hereunder without notice or opportunity to cure, and, in addition to any other right or remedy of Landlord, Tenant shall, at Landlord's election, be a tenant at sufferance or a tenant from month-to-month. In either case, all terms and provisions of this Lease shall remain in effect at Landlord's option, except that rent shall be payable monthly in advance at a rate equal to twice the rate in effect immediately before the holdover began. A holdover month-to-month tenancy may be terminated by either party as of the first day of a calendar month upon at least ten days' prior notice. A holdover tenancy at sufferance is terminable at any time by Landlord without notice.

21. BREACH, DEFAULT AND REMEDIES.

21.1. Default. The following shall constitute "Defaults" or "Events of Default":

(a) Tenant's failure to pay rent or any other amount due under this Lease;
(b) Tenant's failure to execute, acknowledge and return a subordination agreement under Section 17.3 or an estoppel certificate under Article 18 within ten days after request;
(c) Tenant's or Landlord's failure to perform any other obligation under this Lease within fifteen days after the breaching party has knowledge or receives notice of nonperformance; provided, however, that if the breach is of such a nature that it cannot be cured within fifteen days, no Event of Default shall be deemed to have occurred by reason of the breach if cure is commenced promptly and diligently pursued to completion within a period not longer than ninety days; and provided further that, in the event of a breach involving an imminent threat to health or safety, the non-breaching party may by notice reduce the period for cure to such shorter period as may be reasonable under the circumstances; or

21.2. Remedies. Upon the occurrence of an Event of Default, Landlord, at any time thereafter without further notice or demand, may exercise any one or more of the following remedies concurrently or in succession:

(a) Terminate Tenant's right to possession of the Premises by legal process or otherwise, with or without terminating this Lease, and retake exclusive possession of the Premises.
(b) From time to time relet all or portions of the Premises. In connection with any reletting, Landlord may relet for a period extending beyond the term of this Lease and may make alterations or improvements to the Premises without releasing Tenant from any liability. Upon a reletting of all or substantially all of the Premises, Landlord shall be entitled to recover all of its then prospective damages for the balance of the Lease Term measured by the difference between amounts payable under this Lease and the anticipated net proceeds of reletting plus any costs incurred on account of such reletting. Future payments computed in accordance with this section shall be discounted to present value in accordance with accepted financial practices using a discount rate of 4% per annum.

(c) From time to time recover accrued and unpaid rent and damages arising from Tenant's breach of the Lease, regardless of whether the Lease has been terminated, together with applicable late charges and interest at the rate of 18% per annum or the highest lawful rate, whichever is less.
(d) Recover all costs, expenses and attorneys' fees (including without limitation litigation expenses, expert witness fees, and service of process fees) incurred by Landlord in connection with enforcing this Lease, recovering possession, reletting the Premises or collecting amounts owed, including, without limitation, costs of alterations, brokerage commissions, and other costs incurred in connection with any reletting.
(e) Perform any obligation on Tenant's behalf and recover from Tenant, upon demand, the entire amount paid or incurred by Landlord for such purpose plus 20% of the costs incurred (not to exceed $500) for special handling, supervision and overhead, which Tenant hereby acknowledges constitutes reasonable liquidated damages and not a penalty.
(f) Seek injunctive relief, including, if applicable, a mandatory injunction.
(g) Pursue any other remedies available at law or in equity.

Whether or not Landlord terminates this Lease or Tenant's right to possession, Landlord shall have no obligation to mitigate Landlord's damages except if and to the extent required by Wyoming law. If Landlord is required by law to mitigate damages: (a) Landlord shall be required only to use reasonable efforts to relet the Premises, which shall not exceed those which Landlord generally uses to lease other space at the Commercial Center; (b) Landlord will not be deemed to have failed to mitigate if Landlord leases any other portions of the Commercial Center before reletting all or any portion of the Premises; and (c) in recognition of the fact that the value of the Commercial Center depends on the rental rates and terms of leases therein, Landlord's rejection of a prospective replacement tenant based on an offer of rentals below Landlord's then standard rates for new leases of comparable space at the Commercial Center shall not be deemed to constitute a failure to mitigate.

21.3. Subtenancies. Upon termination of Tenant's right to possession, whether or not this Lease is terminated, at Landlord's election, (a) subtenancies and other rights of persons claiming under or through Tenant shall be terminated or (b) Tenant's interest in such subleases or other arrangements shall be assigned to Landlord, in either case upon delivery of notice of its election by Landlord. Landlord may separately elect termination or assignment with respect to each such subtenancy or other matter.

22. LANDLORD LIABILITY. Notwithstanding anything to the contrary in this Lease, neither Landlord nor Landlord's general or limited partners, members, managers, directors, officers, shareholders, employees, agents, beneficiaries, trustees, representatives, successors or assigns (collectively, "Landlord's Affiliates") shall be personally responsible or liable for any representation, warranty, covenant, undertaking or agreement contained in the Lease, and the sole right and remedy of the Tenant or any subsequent sublessee or assignee shall be against Landlord's interest in the Premises. Neither Tenant nor any subsequent sublessee or assignee shall seek to obtain any judgment imposing personal liability against Landlord, Landlord's Affiliates, or their successors or assigns nor execute upon any judgment or place any lien against any property other than Landlord's interest in the Premises.

23. NOTICES. Any notice from one party to the other shall be in writing and shall be deemed duly given if and when mailed by registered or certified mail addressed to Tenant at the address set forth in Section 1.10 or such other address as Tenant may designate in writing to Landlord, and if and when mailed by registered or certified mail to Landlord at the address set forth in Section 1.11 or such other address as Landlord may designate.

24. BROKERAGE. Tenant warrants and represents that no broker or other person is entitled to claim a commission, broker's fee or other compensation in connection with this Lease except brokers that Landlord may have retained or employed directly. Tenant shall defend, indemnify and hold Landlord harmless from all claims or liabilities arising from any breach of the foregoing representation and warranty.

25. RIGHTS RESERVED BY LANDLORD. Except as expressly provided in this Lease, Landlord reserves all rights of ownership and control over all portions of the Commercial Center, including without limitation the following:

25.1. Access. Landlord reserves the right to enter upon any portion of the Commercial Center or the Premises for inspection or other legitimate purposes with 24 hours notice.

25.2. Use. Landlord reserves the right to use (or grant others the right to use) any portion of the Commercial Center other than the Premises, including without limitation the Common Area, the exterior of all buildings and improvements and air rights, surface rights and subsurface rights and water rights appurtenant to the Commercial Center.

25.3. Restriction of Access. Landlord reserves the rights to: (i) prevent or restrict access to any portion of the Commercial Center by such security procedures or devices as Landlord may consider necessary or appropriate, provided access to the Premises for Tenant's use thereof is not obstructed; (ii) control or prevent access by and remove, any person who is loitering or whose presence in the judgment of Landlord's security or management personnel is prejudicial to the safety, character, reputation and interests of the Commercial Center or who in the judgment of such personnel is intoxicated or under the influence of liquor or drugs; and (iii) limit or prevent access to all or any portion of the Commercial Center, activate emergency controls or procedures or otherwise take such action or preventive measures deemed necessary by Landlord for the safety of tenants or other occupants of the Commercial Center or the protection of the Commercial Center or other property located thereon or therein, in case of fire or other casualty, riot or other civil disorder, strike or labor unrest, public excitement or other dangerous condition or threat thereof.

25.4. Other Tenants; Non-Compete. Landlord reserves the right to lease or sell any portion of the Commercial Center to such other tenants, occupants or other parties and for such uses as Landlord, in Landlord's sole discretion, deems appropriate. Tenant acknowledges that Landlord has made no representations as to Landlord's continued ownership of all or any portion of the Commercial Center or the presence of any specific tenant or number or types of tenants at the Commercial Center as of or after the Commencement Date, hours or days that such other tenants shall or may be open for business. Notwithstanding the foregoing, Landlord shall not lease or knowingly sell any portion of the Commercial Center to a tenant that intends to operate a fine-dining restaurant that serves multi-course, waiter served meals primarily in the dinner time-frame.

25.5. Changes. Landlord reserves the right to: (i) change the name of the Commercial Center and the address or designation of the Premises; (ii) install, maintain, alter and remove signs on or about the Commercial Center; (iii) add land or other real property interests to or eliminate the same from the Commercial Center and grant interests and rights in the Commercial Center to other parties; (iv) add, alter, expand, reduce, eliminate, relocate or change the shape, size, location, character, design, appearance, use, number or height of any permanent or temporary buildings, structures, improvements, kiosks, planters, driveways, landscaped areas and other Common Areas and convert Common Areas to leasable areas and leasable areas to Common Areas; (v) enclose any area, remove any such enclosure or add one or more additional levels or stories to the Commercial Center or any portion thereof other than the Premises and add structural supports that may be required within the Premises or Common Areas; and (vi) in connection with the foregoing matters or with any other inspections, repairs, maintenance, improvements or alterations in or about the Commercial Center or as a result of any casualty, incident, strike, condemnation, act of God, law or governmental requirement or request or other cause, erect scaffolding, barricades and other structures.

25.6. Limitations. In connection with exercising any rights reserved under this Article 25, Landlord shall: (a) take reasonable steps to minimize interference with access to the Premises except when necessary on a temporary basis; (b) take reasonable steps to avoid materially changing the configuration or reducing the square footage of the Premises or the Common Area, unless required by law or other causes beyond Landlord's reasonable control (and in the event of any permanent material reduction in the area of the Premises the Base Rent and Tenant's Proportionate Share shall be proportionately reduced); and (c) if Landlord enters the Premises in connection with any of the foregoing matters, take reasonable steps to minimize any interference with Tenant's business, and following completion of the work, return Tenant's leasehold improvements, fixtures, property and equipment to the original locations and conditions to the fullest extent reasonably possible.

25.7 Agent: The Landlord and the Tenant acknowledge that the Landlord may, from time to time in its

discretion, engage a third party ("the Agent") to manage, supervise and operate the Premises or the Commercial Center. The current Agent for the Commercial Center is Dunoir Management LLC, a Wyoming limited liability company. With respect to any Agent engaged pursuant to this paragraph, the Landlord and the Tenant hereby agree that: (1) Agent acts for and represents Landlord in this transaction; (2) Agent may perform without objection from the Tenant, any obligation or exercise any right of the Landlord imposed or given herein or by law and such performance shall be valid and binding, if authorized by the Landlord, as if performed by the Landlord; (3) the Tenant shall pay all rentals to the Agent if directed to do so by the Landlord; (4) except as otherwise provided by law, the Agent shall not be liable to the Tenant for the nonperformance of the obligations or promises of the Landlord contained herein; (5) the Landlord, may, in its discretion and in accordance with any management agreement, remove without replacing or remove and replace any agent engaged to manage, supervise and operate the Premises.

26. GENERAL.

26.1. Severability. If any term, covenant or condition of this Lease, or the application thereof, is to any extent held or rendered invalid, it shall be and is hereby deemed to be independent of the remainder of the Lease and to be severable and divisible therefrom, and its invalidity, unenforceability or illegality shall not affect, impair or invalidate the remainder of the Lease or any part thereof.

26.2. No Waiver or Amendment. The waiver by Landlord of any breach of any term, covenant or condition contained in this Lease shall not be deemed to be a waiver thereof on any subsequent occasion. The subsequent acceptance of rent by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant, regardless of Landlord's knowledge of such preceding breach at the time of such acceptance. No term, covenant or condition of this Lease shall be deemed to have been waived by Landlord unless such waiver is in writing and signed by Landlord. No alteration, amendment or termination of this Lease shall be binding upon Landlord or Tenant unless in writing and signed by Tenant and Landlord.

26.3. Effect of Payment. No payment by Tenant or receipt by Landlord of a lesser amount than the monthly payment of rent herein stipulated is deemed to be other than on account of the earliest stipulated rent, nor is any endorsement or statement on any check or any letter accompanying any check or payment of rent deemed an acknowledgment of full payment or accord and satisfaction, and Landlord may accept and cash any check or payment without prejudice to Landlord's right to recover the balance of the rent due and pursue any other remedy provided in this Lease, regardless of any attempt to impose binding conditions on such payment by restrictive endorsement on Tenant's check or otherwise.

26.4. Delay. If either party is delayed or hindered in or prevented from performing any term, covenant or act required hereunder by reasons of strikes, labor troubles, inability to procure materials or services, power failure, restrictive governmental laws or regulations, riots, insurrection, sabotage, rebellion, war, act of God, or other reason whether of a like nature or not that is beyond the control of the party affected, financial inability excepted, then the performance of that term, covenant or act is excused for the period of the delay and the party delayed shall be entitled to perform such term, covenant or act within the appropriate time period after the expiration of the period of such delay.

26.5. Lender Notice. In the event of a material default by Landlord of a sufficiently serious nature that Tenant considers the utility of the Premises to Tenant to be significantly impaired, Tenant shall forthwith give written notice of the default to Landlord and shall simultaneously send a copy of such notice to the holder of any encumbrance, the name and address of which has previously been furnished in writing to Tenant. If Landlord fails to cure the default within a reasonable time, Tenant shall send a second notice to that effect to the holder of the encumbrance, with a copy to Landlord, and the holder of the encumbrance then shall have a reasonable time, including any period necessary to gain possession of the Premises and in any event not less than thirty days, to cause the default to be remedied.

26.6. No Option. The submission of this Lease for examination or acceptance does not constitute a grant of an option to lease the Premises, and any offer by Landlord to lease the Premises may be revoked at any time prior to the unconditional execution and delivery of this Lease by both Landlord and Tenant.

26.7. Successors. All rights and liabilities under this Lease extend to and bind the successors and assigns of Landlord and permitted successors and assigns of Tenant. No rights, however, shall inure to the benefit of any transferee of the Tenant unless the transfer has been consented to by Landlord in writing. If there is more than one Tenant, all are bound jointly and severally by the terms, covenants and conditions of this Lease.

26.8. Integration. This Lease and the Exhibits hereto set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the subject hereof, and there are no other covenants, promises, agreements, conditions or understandings, either oral or written, between the parties.

26.9. WAIVER OF JURY TRIAL. IN ANY LITIGATION BETWEEN LANDLORD AND TENANT, THE MATTER SHALL BE DECIDED BY A JUDGE SITTING WITHOUT A JURY, AND ACCORDINGLY EACH PARTY HEREBY WAIVES ITS RIGHT TO A JURY TRIAL.

26.10. Governing Law and Venue. This Lease shall be construed in accordance with and governed by the laws of the State of Wyoming. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Lease may be brought against any of the parties hereto in the courts of the State of Wyoming, County of Teton, or, if it has or can acquire jurisdiction, in the United States District Court for the District of Wyoming, and each of the parties hereto consents to the jurisdiction of such court (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein.

26.11. Time of Essence. Time is of the essence of this Lease and of every part and provision hereof.

26.12. Counterparts. This Lease may be executed in counterparts, which together shall constitute a single instrument.

26.13. Captions. All captions of Articles and Sections in this Lease are solely for convenience of reference and shall not be considered or referred to in resolving questions of interpretation.

26.14. Beneficiaries. There are no third party beneficiaries to this Lease or any term or provision hereof.

26.15. Standard of Discretion. Any consent, approval or similar action provided for in this Lease must be in writing and may be granted or withheld under a standard of arbitrary discretion, unless otherwise expressly provided.

26.16. Lease Terms Confidential. Tenant shall keep all of the terms of this Lease (in particular the amount of Base Rent paid by Tenant) confidential and may only divulge such terms to professional advisors who have a need to know such terms (such as accountants and attorneys).

"Tenant"

Snake River Corporation,
a Wyoming close corporation

By: _____
Jeff Drew, Vice President

"Landlord"

Crabtree Corner, LLC,
a Wyoming limited liability company

By: _____
Kimberly Stertzer, Manager of Windrock Enterprises, LLC, which is the sole Member of Crabtree Corner, LLC

EXHIBIT A

THE PREMISES

(shown on next page)

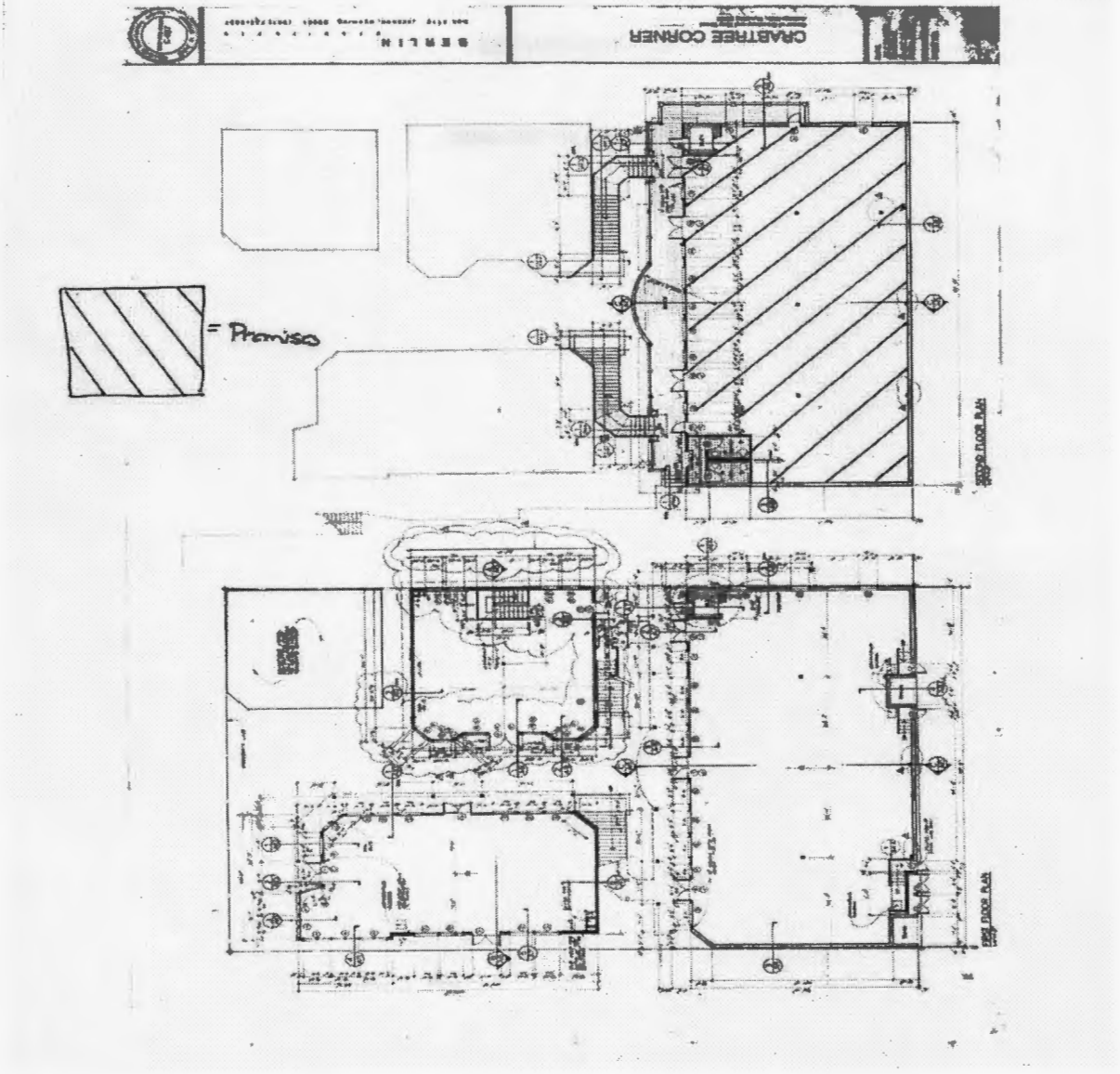

CRABTREE CORNER
= Premises

EXHIBIT B

COMMERCIAL CENTER RULES AND REGULATIONS

1. Tenant will comply with all rules and regulations issued by all governmental agencies whose jurisdiction affects the Premises, the Building or the Commercial Center. Tenant shall not make any alterations to the Premises without first obtaining all appropriate and necessary governmental permits and licenses and the consent of Landlord as required by its Lease with Landlord.

2. When electric wiring of any kind is introduced, it must be connected as directed by Landlord and no stringing or cutting of wires will be allowed, except with the prior written consent of Landlord, and shall be done only by contractors approved by Landlord.

3. No awning or other projections shall be attached to the outside walls of the Building. No curtains, blinds, shades or screens shall be attached to or hung in, or used in connection with, any window or door of the Premises, without the prior written consent of Landlord. Such curtains, blinds or shades must be of a quality, type, design, and color, and attached in a manner approved by the Landlord.

4. The sidewalks, halls, passages, exits, entrances, elevators and stairways shall not be obstructed by Tenant or used by Tenant for any purpose other than for ingress to and egress from their respective premises. All halls, passages, exits, entrances, elevators, stairways, balconies and roof are not for the use of the general public and the Landlord shall in all cases retain the right to control and prevent access thereto by all persons whose presence, in the sole judgment of the Landlord, shall be prejudicial to the safety, character, reputation and interest of the Commercial Center and its tenants, provided that nothing herein contained shall be construed to prevent such access to persons with whom Tenant normally deals in the ordinary course of business, unless such persons are engaged in illegal activities. Unless making repairs required to be made under the terms of the Lease to heating, ventilation or air conditioning located thereon, neither Tenant nor any employees or invitees of the Tenant shall have access to or go upon the roof of the Building without the prior approval of the Landlord.

5. [reserved]

6. Water closets and urinals shall not be used for any other purpose other than those for which they were constructed; and no sweepings, rubbish, ashes, newspaper or any other substances of any kind shall be thrown into them. Waste and excessive or unusual use of electricity or water is prohibited.

7. A dumpster shall be provided to the Commercial Center by the Landlord for use by tenants with the cost to be borne by tenants on triple net leases on a pro-rata share. Abnormal amount of trash or garbage generated by either Tenant's initial movement into and occupancy of the Premises, or the purchase of equipment or fixtures placed on the Premises shall be removed by Tenant at its sole cost or expense and shall not be placed in the dumpster provided by Landlord.

8. Tenant shall not make or permit to be made any loud or offensive noises, keep any foul or noxious gas or substance or other disturbances of any kind in the Premises or within the Building or on the Commercial Center. Tenant shall be responsible for insuring that any equipment and machinery is installed in such a manner as to absorb and prevent the transmission of vibration and noise beyond the confines of the Premises so as to not to disturb other occupants of the Building.

9. No additional lock or locks shall be placed by Tenant on any door in the Building, without prior written consent of Landlord. Five (5) keys will be furnished to Tenant by Landlord; two additional keys will be supplied to Tenant by Landlord, upon request, without charge; any additional keys requested by Tenant shall be paid for by Tenant. Tenant, its agents and employees, shall not have any duplicate key made and shall not change any locks. All keys to doors and washrooms shall be returned to Landlord at the termination of the tenancy, and, and in the event of loss of any keys furnished, Tenant shall pay Landlord the cost thereof

10. Tenant shall not use any other method of heating or air conditioning than that provided by the Landlord without first obtaining the written consent of the Landlord

11. No animals or birds of any kind shall be kept in or permitted on or about the Leased Premises or any other part of the Building.

12. Tenant shall not be permitted to use or keep explosives, kerosene, or any other illuminating, combustible or explosive material or substance of any kind in the Building or the Premises except those products which are generally accepted for everyday cleaning, and except those used in the operation of Tenant's business and used, stored and disposed of in accordance with applicable laws.

13. Tenant shall be permitted to keep food upon the Premises in proper containers, cabinets and refrigerators and in strict accordance with all applicable rules, regulations and ordinances of all local health and sanitation authorities.

14. Tenant shall comply with all Tenant requirements issued and mandated by insurance companies insuring the Commercial Center.

15. Landlord reserves the right to institute energy management procedures when applicable.

16. No vending, video, amusement machine or machines of any other description shall be installed, maintained or operated upon the Premises or the Building without the prior written consent of the Landlord.

17. [reserved]

18. Landlord shall inspect the Premises prior to the vacation of the Premises by the Tenant and the Tenant shall be responsible for any damage done to the Premises by Tenant in the course of its occupancy or vacation of the Premises.

19. Canvassing, soliciting and peddling in on the Commercial Center prohibited, and Tenant shall cooperate with Landlord to prevent these practices.

20. Landlord hereby reserves to itself any and all rights not granted to Tenant hereunder, including, but not limited to, the following rights which are reserved to Landlord for its purposes in operating the Commercial Center:

a) the exclusive right to use of the name of the Commercial Center for all purposes, except that Tenant may use the name as its business address and for no other purpose:

b) the right to change the name or address of the Commercial Center and the Building, without incurring any liability to Tenant for so doing;

c) the right to install and maintain a sign or signs on the exterior of the Building or within the Commercial Center area;

d) the right to limit the space on the directory of the Building to be allotted to Tenant; and

e) the right to grant to any one the right to conduct any particular business or undertaking within the Commercial Center.

21. Landlord reserves the right at any time to rescind any one or more of these Rules and Regulations, or to make such other and further reasonable Rules and Regulations as in the Landlord's judgment may,

from time to time, be necessary for the safety, care and cleanliness of the Building, the Commercial Center or any part thereof, and for the preservation of others herein, subject to any such amendment not adversely affecting Tenant's rights as set forth in the Lease.

EXHIBIT C

TENANT'S TRADE FIXTURES AND PERSONAL PROPERTY

Tenant shall have the right to remove those items set forth below at the expiration or earlier termination of the Lease. This list is not exhaustive, and Tenant shall have the right to remove any trade fixtures, lighting fixtures, furniture, equipment and personal property not specifically set forth below as well as any additional trade fixtures added after the commencement of this Lease or any replacements of those items set forth below.

Chandeliers
Wall Sconces and Bathroom Sconces
3-dimensional art ceiling panels and wall mural
Log wall and ceiling accents may be reclaimed by Tenant provided (i) any log post that structurally supports the Building shall not be removed, and (ii) at termination of this Lease, Tenant return all Premises walls and the Premises ceiling to Landlord in clean, undamaged, and rentable condition.

Nespresso Machines
POS Screens & Printers
Reservation System Computers
Stereo Amplifier
Bar Glass Washer
Dining Tables, Chairs and Barstools
Outdoor Deck Tables & Chairs
Outdoor Deck Picnic Tables
Wooden Bathroom Mirror
Foyer Log Table
Elk Antler Candle Tree

All Ovens, Fryers and Grills
All stand-alone refrigeration and freezer units
All tabletop kitchen equipment
Dishmachine (leased)
All Metal Metro shelving units
All stand-alone stainless work tables
Stainless Pot Racks

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION
Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information

Please note that this form CANNOT be submitted in place of your Annual Report.

Name	Snake River Corporation
Filing ID	1993-000280440
Type	Profit Corporation
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Wyoming	Filing Date	03/15/1993 12:00 AM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Share Information

Common Shares	1,000,000	Preferred Shares		Additional Stock	Y
Par Value	0.0000	Par Value	0.0000		

Principal Address

PO Box 569
Jackson, WY 83001

Mailing Address

PO Box 569
Jackson, WY 83001

Registered Agent Address

Jeffrey Drew
1775 Diamond Hitch
Jackson, WY 83001

Parties

Type	Name / Organization / Address

Notes

Date	Recorded By	Note

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: 306

License Fees

Annual Fee: $ 3000.00

Prorated Fee: $ _____

Transfer Fee: $ _____

Publishing Fee: $ 100.00

Date filed with clerk: 1 / 3 / 2022

Advertising Dates: (2 Weeks) 2/2/22 & 2/9/22

Hearing Date: 2 / 22 / 22

Publishing Fee Direct Billed to Applicant: ☐

License Term: 4 / 1 / 22 (Month / Day / Year) Through 3 / 31 / 23 (Month / Day / Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: Snow King Mountain Resort LLC

Trade/Business Name (dba): Kings Grill

Building to be licensed/Building Address: 402 E. Snow King Avenue (Number & Street)

Jackson (City) WY (State) 83001 (Zip) Teton (County)

Local Mailing Address: PO Box 1846 (Number & Street or P.O. Box)

Jackson (City) WY (State) 83001 (Zip)

Local Business Telephone Number: (307) 203-7911 Fax Number: (_____)

Business E-Mail Address: info@snowkingmountain.com

FILING IN (CHOOSE ONLY ONE)

☑ CITY OF: Jackson

☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☑ LLC
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY (BAR)
☐ OFF-PREMISE ONLY (PACKAGE STORE)
☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE
☑ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY

☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☑ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☐ FULL TIME (e.g. Jan through Dec)
☑ SEASONAL/PART-TIME
☐ NON-OPERATIONAL/PARKED

(specify months of operation) from May Dec to Oct March

DAYS OF WEEK (e.g. Mon through Sat) from Mon to Jun

HOURS OF OPERATION (e.g. 10a - 2a) from 11am to 7pm

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)

(a) **OWN** the licensed building? ☑ YES (own)

(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☐ YES (lease)

(c) **LEASE** is current and on file with the licensing authority & Liquor Division.

If the lease is not current, please submit a copy pf the lease and indicate:

(i) When the lease expires, located on page_____paragraph_____of lease.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page_____ paragraph_____of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)
(Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $_____(_____%)
(Line 2) Food Sales: $_____(_____%)
(Line 3) Gross Sales: $_____(_____%)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☐ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesale malt beverage license with the Liquor Division)

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer**, **and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
		Attached				YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) SS.
COUNTY OF Teton *)*

Signed and sworn to before me on this 4th day of November, 2021 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	x Max C. Chapman	x MAX C CHAPMAN JR	
2)			
3)			
4)			

Witness my hand and official seal: Cynthia Wiley
Signature of Notary Public

(SEAL) CYNTHIA WILEY NOTARY PUBLIC TETON COUNTY, WYOMING

My commission expires: 6.18.25

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: Max (First Name) C (Full Middle Name) Chapman Jr (Last Name)

Date of Birth: [redacted] Driver License: [redacted] (State / Number)

Max C. Chapman Jr
Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 4th day of November, 2021.

(SEAL)

Cynthia Wiley
Notary Public or officer authorized to administer oaths
6/18/25

CYNTHIA WILEY NOTARY PUBLIC TETON COUNTY WYOMING

Rev 10/2020

Snow King Mountain Resort LLC - Directors & Officers

Name	Date of Birth	Address	Phone Number	Years in LLC	% of Stock Held	Officer/Director	Felony Conviction	Conviction Related to Alcohol
Max C. Chapman Jr.	[redacted]			7	35%	Chairman	No	No
John Tozzi				7	18%	Director	No	No
Clarene Law				7		Director	No	No
Mark LaJohn				7		Director	No	No
John Faraci				7	10%	Director	No	No
Jeff GoLightly				2		Director	No	No
Chris Dalton				7		Dirctor	No	No
David K. Larson				7		Secretary	No	No
Ryan Stanley				7		President	No	No

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION

Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information

Please note that this form CANNOT be submitted in place of your Annual Report.

Name	**Snow King Mountain Resort, LLC**
Filing ID	**2014-000661240**
Type	Limited Liability Company
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Wyoming	Filing Date	03/18/2014 4:47 PM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Principal Address

PO BOX 1846
575 S WILLOW ST
JACKSON, Wyoming 83001-0000

Mailing Address

PO BOX 1846
Jackson, WY 83001

Registered Agent Address

Ryan Stanley
575 S Willow St
PO Box 1846
Jackson, WY 83001

Parties

Type	Name / Organization / Address
Organizer	Manuel Lopez

Notes

Date	Recorded By	Note

Filing Information

Please note that this form CANNOT be submitted in place of your Annual Report.

Name	**Snow King Mountain Resort, LLC**
Filing ID	**2014-000661240**
Type	Limited Liability Company
Status	Active

Most Recent Annual Report Information

Type	Original			AR Year	2021
License Tax	$771.54	AR Exempt	N	AR ID	06108830
AR Date	2/24/2021 3:31 PM				
Web Filed	N				

Officers / Directors

Type	Name / Organization / Address

Principal Address

PO BOX 1846
575 S WILLOW ST
JACKSON, Wyoming 83001-0000

Mailing Address

PO BOX 1846
Jackson, WY 83001

Annual Report History

Num	Status	Date	Year	Tax
02184594	Original	02/16/2015	2015	$248.16
	Principal Address 1 Changed From: 145 E Snow King Ave To: PO Box 1846			
	Principal Address 2 Changed From: No value To: 330 Snow King Ave			
02439526	Original	03/03/2016	2016	$4,446.71
02747346	Original	03/10/2017	2017	$309.85
	Principal Address 1 Changed From: 145 E Snow King Ave To: 575 S Willow St			
03469436	Original	04/06/2018	2018	$376.13
04292446	Original	03/01/2019	2019	$335.62
05663088	Original	04/02/2020	2020	$444.17
06108830	Original	02/24/2021	2021	$771.54
	Principal Address 1 Changed From: 575 S Willow St To: PO BOX 1846			
	Principal Address 2 Changed From: No value To: 575 S WILLOW ST			
	Principal State Changed From: WY To: Wyoming			
	Principal Postal Code Changed From: 83001 To: 83001-0000			

Amendment History

ID	Description	Date
2020-002770331	Delinquency Notice - Tax	03/02/2020
2019-002522917	Change of Agent	03/27/2019

Filing Information

Please note that this form CANNOT be submitted in place of your Annual Report.

Name	**Snow King Mountain Resort, LLC**
Filing ID	**2014-000661240**
Type	Limited Liability Company
Status	Active

Registered Agent # Changed From: 0114470 To: 0201961
Registered Agent Organization Name Changed From: Teton Corporate Services, Inc. To: No Value
Registered Agent First Name Changed From: No Value To: Ryan
Registered Agent Last Name Changed From: No Value To: Stanley
Registered Agent Physical Address 1 Changed From: 155 E Pearl St Ste 200 To: 575 S Willow St
Registered Agent Physical Address 2 Changed From: No Value To: PO Box 1846

2018-002255474 Delinquency Notice - Tax 03/02/2018

2017-002024866 Delinquency Notice - Tax 03/02/2017

2016-001862287 Delinquency Notice - Tax 03/02/2016

2015-001765342 Address Update 09/11/2015

Principal Address 1 Changed From: PO Box 1846 To: 145 E Snow King Ave
Principal Address 2 Changed From: 330 Snow King Ave To: No value

2014-001678868 Address Update 12/08/2014

Principal Address 1 Changed From: 330 E Snow King Ave To: 145 E Snow King Ave

2014-001673206 Change of Agent 11/19/2014

Registered Agent # Changed From: 0086131 To: 0114470
Registered Agent Organization Name Changed From: No Value To: Teton Corporate Services, Inc.
Registered Agent First Name Changed From: Manuel To: No Value
Registered Agent Middle Name Changed From: B To: No Value
Registered Agent Last Name Changed From: Lopez To: No Value
Registered Agent Physical Address 1 Changed From: 330 E Snow King Ave To: 155 E Pearl St Ste 200
Registered Agent Physical Address 2 Changed From: PO Box Ski To: PO Box 3345

See Filing ID Initial Filing 03/18/2014

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION
Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information


Please note that this form CANNOT be submitted in place of your Annual Report.

Name	Snow King Mountain Resort, LLC
Filing ID	2014-000661240
Type	Limited Liability Company
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Wyoming	Filing Date	03/18/2014 4:47 PM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

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575 S WILLOW ST
JACKSON, Wyoming 83001-0000

Mailing Address

PO BOX 1846
Jackson, WY 83001

Registered Agent Address

Ryan Stanley
575 S Willow St
PO Box 1846
Jackson, WY 83001

Parties

Type	Name / Organization / Address
Organizer	Manuel Lopez

Notes

Date	Recorded By	Note

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: 501

License Fees

Annual Fee: $ 500.00

Prorated Fee: $ _____

Transfer Fee: $ _____

Publishing Fee: $ 100.00

Publishing Fee Direct Billed to Applicant: ☐

Date filed with clerk: 1 / 3 / 2022

Advertising Dates: (2 Weeks) 2/2/22 & 2/9/22

Hearing Date: 2 / 22 / 22

License Term: 4 (Month) / 1 (Day) / 22 (Year) Through 3 (Month) / 31 (Day) / 23 (Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: SRB Operations LLC

Trade/Business Name (dba): Jackson Hole Pub + Brewery / Snake River Brewing

Building to be licensed/Building Address: 265 S. Millward (Number & Street)

Jackson (City) WY (State) 83001 (Zip) Teton (County)

Local Mailing Address: Po Box 3317 (Number & Street or P.O. Box)

Jackson (City) WY (State) 83001 (Zip)

Local Business Telephone Number: (307) 739-2337 Fax Number: (307) 739-2296

Business E-Mail Address: mitch@snakeriverbrewing.com

FILING IN (CHOOSE ONLY ONE)

☒ CITY OF: Jackson

☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL
☐ PARTNERSHIP
☐ L.P/LLP
☒ L.LC
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY (BAR)
☐ OFF-PREMISE ONLY (PACKAGE STORE)
☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☒ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☒ FULL TIME (e.g. Jan through Dec)	(specify months of operation)	from JAN. to DEC.
☐ SEASONAL/PART-TIME	DAYS OF WEEK (e.g. Mon through Sat)	from MON. to SUNDAY
☐ NON-OPERATIONAL/PARKED	HOURS OF OPERATION (e.g. 10a - 2a)	from 8am to 11pm

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)

(a) **OWN** the licensed building? ☒ YES (own)

N/A (b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☐ YES (lease)

N/A (c) **LEASE** is current and on file with the licensing authority & Liquor Division.

If the lease is not current, please submit a copy pf the lease and indicate:

(i) When the lease expires, located on page _____ paragraph _____ of lease.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page _____ paragraph _____ of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

N/A

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)

(Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $_____(_____%)

(Line 2) Food Sales: $_____(_____%)

(Line 3) Gross Sales: $_____(_____%)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☐ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☒ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) (Requires wholesale malt beverage license with the Liquor Division) ☐ YES ☒ NO

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

N/A

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
N/A				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer**, **and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Theodore Steven Staryk	[redacted]	[redacted]	[redacted]	16	100	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)

) SS.

COUNTY OF Teton)

Signed and sworn to before me on this 2nd day of December, 2021 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	TL Staryk	Theodore Steven Staryk	owner/ MANAGING Member
2)			
3)			
4)			

WILLIAM H HARROP V
Notary Public - Wyoming
Teton County
My Commission Expires Oct 18, 2022

(SEAL)

Witness my hand and official seal: WHHarrop

Signature of Notary Public

My commission expires: 10/18/22

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: Theodore (First Name) Steven (Full Middle Name) Staryk (Last Name)

Date of Birth: [redacted]

Driver License: [redacted] / [redacted] (State / Number)

[redacted]

[redacted] of Teton)

Subscribed and sworn to before me this 2nd day of December, 2021.

(SEAL)

WILLIAM H HARROP V
Notary Public - Wyoming
Teton County
My Commission Expires Oct 18, 2022

Notary Public or officer authorized to administer oaths

Rev 10/2020

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION
Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information

Please note that this form CANNOT be submitted in place of your Annual Report.

Name	SRB Operations, LLC
Filing ID	2006-000523639
Type	Limited Liability Company
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type	Flexible Limited Liability Company	Standing - Other	Good
Formed in	Wyoming	Filing Date	10/16/2006 12:00 AM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Principal Address

265 S Millward St
PO Box 3317
Jackson, WY 83001

Mailing Address

265 S Millward St
PO Box 3317
Jackson, WY 83001

Registered Agent Address

SRB Acquisition, L.L.C.
265 S Millward St
PO Box 3317
Jackson, WY 83001

Parties

Type	Name / Organization / Address
Manager	C Note Management Company, LLC

Notes

Date	Recorded By	Note

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk Local License #: 108

License Fees

Annual Fee: $ 1500.00 Date filed with clerk: 1 / 3 / 22

Prorated Fee: $ _____ Advertising Dates: (2 Weeks)

Transfer Fee: $ _____ 2/2/22 & 2/9/22

Publishing Fee: $ 100.00 Hearing Date: 2 / 22 / 22

Publishing Fee Direct Billed to Applicant: ☐

License Term: 4 / 1 / 22 (Month / Day / Year) Through 3 / 31 / 23 (Month / Day / Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: Sweet Cheeks Meats LLC

Trade/Business Name (dba): Sweet Cheeks Meats

Building to be licensed/Building Address: 185 Scott Lane Suite A (Number & Street)

Jackson (City) WY (State) 83001 (Zip) Teton (County)

Local Mailing Address: PO Box 9438 (Number & Street or P.O. Box)

Jackson (City) WY (State) 83002 (Zip)

Local Business Telephone Number: (307) 734-6328 Fax Number: ( )

Business E-Mail Address: meaty@sweetcheeksmeats.com

FILING IN (CHOOSE ONLY ONE)

☒ CITY OF: JACKSON

☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL ☐ CORPORATION
☐ PARTNERSHIP ☐ LTD PARTNERSHIP
☐ LP/LLP ☐ ORGANIZATION
☒ LLC ☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY (BAR)

☐ OFF-PREMISE ONLY (PACKAGE STORE)

☒ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE

☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY

☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☒ FULL TIME (e.g. Jan through Dec)	(specify months of operation)	from JAN to DEC
☐ SEASONAL/PART-TIME	DAYS OF WEEK (e.g. Mon through Sat)	from TUES to SAT
☐ NON-OPERATIONAL/PARKED	HOURS OF OPERATION (e.g. 10a - 2a)	from 7:30AM to 5:00PM

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)

(a) **OWN** the licensed building? ☐ YES (own)

(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☒ YES (lease)

(c) **LEASE** is current and on file with the licensing authority & Liquor Division.

If the lease is not current, please submit a copy pf the lease and indicate:

(i) When the lease expires, located on page_____paragraph_____of lease.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page_____ paragraph_____of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)
(Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $_____(_____%)
(Line 2) Food Sales: $_____(_____%)
(Line 3) Gross Sales: $_____(_____%)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☐ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesale malt beverage license with the Liquor Division)

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer**, **and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
NICHOLAS PHILLIPS	[redacted]	[redacted]	[redacted]	6	100	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) SS.
COUNTY OF Teton *)*

Signed and sworn to before me on this 17th day of December, 2021 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	[signature]	NICHOLAS PHILLIPS	OWNER
2)			
3)			
4)			

ESTEFANY FERRER
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 165975
MMISSION EXPIRES: 09/14/2027

(SEAL)

Witness my hand and official seal: [signature]
Signature of Notary Public

My commission expires: 09/14/2021

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: Nicholas (First Name) Todd (Full Middle Name) Phillips (Last Name)

Date of Birth: [redacted] Driver License: [redacted] (State / Number)

Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 17th day of December, 2021.

ESTEFANY FERRER
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 165975
MY COMMISSION EXPIRES: 09/14/2027

Estefany Ferrer
Notary Public or officer authorized to administer oaths

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION
Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information


Please note that this form CANNOT be submitted in place of your Annual Report.

Name	Sweet Cheeks Meats, LLC
Filing ID	2015-000687759
Type	Limited Liability Company
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Wyoming	Filing Date	06/01/2015 8:35 AM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Principal Address

185 Scott Lane
PO Box 9438
Jackson, WY 83001

Mailing Address

PO Box 9438
Jackson, WY 83002

Registered Agent Address

Nicholas T Phillips
524 No Name St
PO Box 9438
Jackson, WY 83001

Parties

Type	Name / Organization / Address
Organizer	Nicholas T Phillips

Notes

Date	Recorded By	Note

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: 504

License Fees

Annual Fee: $ 900.00

Prorated Fee: $ _____

Transfer Fee: $ _____

Publishing Fee: $ 100.00

Date filed with clerk: 01/07/2022

Advertising Dates: (2 Weeks) 2/2/22 & 2/9/22

Hearing Date: 2/22/23

Publishing Fee Direct Billed to Applicant: ☐

License Term: 4 / 1 / 22 (Month / Day / Year) Through 3 / 31 / 23 (Month / Day / Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: Teton Brewing Company LLC

Trade/Business Name (dba): StillWest Brewery & Grill

Building to be licensed/Building Address: 45 E. Snow King Ave.
Number & Street

Jackson (City) WY (State) 83002 (Zip) Teton (County)

Local Mailing Address: Po Box 11775
Number & Street or P.O. Box

Jackson (City) WY (State) 83002 (Zip)

(256) 694-8187

Local Business Telephone Number: (615) 332-8880 Fax Number: ( )

Business E-Mail Address: Chaney@Stillwestbrewery.com

FILING IN (CHOOSE ONLY ONE)

☑ CITY OF: Jackson

☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☐ LLC
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☑ ON-PREMISE ONLY (BAR)

☐ OFF-PREMISE ONLY (PACKAGE STORE)

☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE

☐ RESORT LIQUOR LICENSE

☐ BAR AND GRILL

LIMITED RETAIL (CLUB)

☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☑ MICROBREWERY

☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☑ FULL TIME (e.g. Jan through Dec) — (specify months of operation) from Jan to Dec

☐ SEASONAL/PART-TIME — DAYS OF WEEK (e.g. Mon through Sat) from Tues to Sunday

☐ NON-OPERATIONAL/PARKED — HOURS OF OPERATION (e.g. 10a - 2a) from 11:30 am to 10:00 p

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)

(a) **OWN** the licensed building? ☑ YES (own)

(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☐ YES (lease)

(c) **LEASE** is current and on file with the licensing authority & Liquor Division.

If the lease is not current, please submit a copy pf the lease and indicate:

(i) When the lease expires, located on page _____ paragraph _____ of lease.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page _____ paragraph _____ of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)
(Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $_____(_____%)
(Line 2) Food Sales: $_____(_____%)
(Line 3) Gross Sales: $_____(_____%)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☐ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☑ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) (Requires wholesale malt beverage license with the Liquor Division) ☐ YES ☑ NO

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer**, **and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Chaney Hankins	[redacted]	[redacted]	[redacted]	4	67%	YES ☐ NO ☑	YES ☐ NO ☑
John W. Landers	[redacted]	[redacted]		4	33%	[redacted] NO ☐	[redacted] NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) ***SS.***
COUNTY OF Teton)

Signed and sworn to before me on this 17th day of December, 2021 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	Chaney Hankins	Chaney Hankins	Owner
2)			
3)			
4)			

Witness my hand and official seal: Cinthia Hernandez
Signature of Notary Public

(SEAL) CINTHIA H HERNANDEZ – NOTARY PUBLIC COUNTY OF TETON STATE OF WYOMING MY COMMISSION EXPIRES AUGUST 23, 2024

My commission expires August 23rd 2024

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: Chaney (First Name) Landers (Full Middle Name) Hankins (Last Name)

Date of Birth: [redacted] Driver License: [redacted] (State / Number)

Chany Hank
Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 7th day of January, 2022.

(SEAL)

MARY A HURST
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 166083
MY COMMISSION EXPIRES: 10/06/2027

Mary A Hurst
Notary Public or officer authorized to administer oaths

Rev 10/2020

Issued by:

WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES
2219 CAREY AVE
CHEYENNE, WY 82002

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 8948

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Issued to:

EXPIRATION DATE: 8/21/2022

TETON BREWING COMPANY LLC DBA STILL
WEST BREWERY & GRILL
45 E SNOW KING AVE
JACKSON, WY 83001

TETON BREWING COMPANY LLC
CHANEY & DON ALAN HANKINS
PO BOX 11775
JACKSON, WY 83002

Director of Dept. of Ag

THIS LICENSE MUST BE CURRENT AND POSTED CONSPICUOUSLY AT THE PHYSICAL LOCATION

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION
Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information

Please note that this form CANNOT be submitted in place of your Annual Report.

Name	Teton Brewing Company, LLC
Filing ID	2016-000706637
Type	Limited Liability Company
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type	Close	Standing - Other	Good
Formed in	Wyoming	Filing Date	02/17/2016 10:48 AM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Principal Address

PO Box 11775
Jackson, WY 83002

Mailing Address

PO Box 11775
Jackson, WY 83002

Registered Agent Address

C T Corporation System
1908 Thomes Ave
Cheyenne, WY 82001

Parties

Type	Name / Organization / Address
Organizer	John W Landers

Notes

Date	Recorded By	Note

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk Local License #: 282

License Fees

Annual Fee: $ 1514.00 Date filed with clerk: 01/07/2022

Prorated Fee: $ _____ Advertising Dates: (2 Weeks)

Transfer Fee: $ _____ 2/2/22 & 2/9/22

Publishing Fee: $ 100.00 Hearing Date: 2/22/22

Publishing Fee Direct Billed to Applicant: ☐

License Term: 4 / 1 / 22 (Month / Day / Year) Through 3 / 31 / 23 (Month / Day / Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: Teton Brewing Company LLC

Trade/Business Name (dba): Stillwest Brewery and Grill

Building to be licensed/Building Address: 49 E Snow King Ave.
Number & Street

Jackson (City) WY (State) 83002 (Zip) Teton (County)

Local Mailing Address: PO Box 1179
Number & Street or P.O. Box

Jackson (City) WY (State) 83002 (Zip)

Local Business Telephone Number: (206)694-8187 (615)332-8880 Fax Number: ( )

Business E-Mail Address: Chaney@Stillwestbrewery.com

FILING IN (CHOOSE ONLY ONE)

☑ CITY OF: Jackson

☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☑ LLC
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY (BAR)
☐ OFF-PREMISE ONLY (PACKAGE STORE)
☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☑ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY

☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☑ FULL TIME (e.g. Jan through Dec) (specify months of operation) from Jan to Dec

☐ SEASONAL/PART-TIME DAYS OF WEEK (e.g. Mon through Sat) from Tues to Sunday

☐ NON-OPERATIONAL/PARKED HOURS OF OPERATION (e.g. 10a - 2a) from 11:30am to 10:00pm

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)

(a) **OWN** the licensed building? ☑ YES (own)

(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☐ YES (lease)

(c) **LEASE** is current and on file with the licensing authority & Liquor Division.

If the lease is not current, please submit a copy pf the lease and indicate:

(i) When the lease expires, located on page_____paragraph_____of lease.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page_____ paragraph_____of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

839,553.02 35.59%

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)
(Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $ ~~1,462,695 (64.2~~ %)
(Line 2) Food Sales: $ 1,462,695 (64.2 %)
(Line 3) Gross Sales: $ 2,302,248 (99.7 %)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☑ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesale malt beverage license with the Liquor Division)

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer, and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Chaney Hankins	[redacted]	[redacted]	[redacted]	4	67%	YES ☐ NO ☑	YES ☐ NO ☑
John W Landers	[redacted]	[redacted]	[redacted]	4	33%	YES ☐ NO ☐	YES ☐ NO ☑
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) ***SS.***
COUNTY OF Teton)

Signed and sworn to before me on this 17th day of December, 2021 that the facts alleged in the foregoing instrument are true by the following:

1) Chaney Hank (Signature) — Chaney Hankins (Printed Name) — Owner (Title)
2) _____ (Signature) — _____ (Printed Name) — _____ (Title)
3) _____ (Signature) — _____ (Printed Name) — _____ (Title)
4) _____ (Signature) — _____ (Printed Name) — _____ (Title)

CINTHIA H HERNANDEZ – NOTARY PUBLIC
COUNTY OF TETON STATE OF WYOMING
MY COMMISSION EXPIRES AUGUST 23, 2024
(SEAL)

Witness my hand and official seal: Cinthia Hernandez
Signature of Notary Public

My commission expires: August 23rd 2024

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: Chaney (First Name) Landers (Full Middle Name) Hankins (Last Name)

Date of Birth: [redacted] Driver License: [redacted] State / Number:

Chaney Hankins
Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 7th day of January, 2022.

(SEAL)

MARY A HURST
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 166083
MY COMMISSION EXPIRES: 10/06/2027

Mary A Hurst
Notary Public or officer authorized to administer oaths

Rev 10/2020

Issued by:

WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES
2219 CAREY AVE
CHEYENNE, WY 82002

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 8948

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Issued to:

EXPIRATION DATE: 8/21/2022

TETON BREWING COMPANY LLC DBA STILL
WEST BREWERY & GRILL
45 E SNOW KING AVE
JACKSON, WY 83001

TETON BREWING COMPANY LLC
CHANEY & DON ALAN HANKINS
PO BOX 11775
JACKSON, WY 83002

Director of Dept. of Ag

THIS LICENSE MUST BE CURRENT AND POSTED CONSPICUOUSLY AT THE PHYSICAL LOCATION

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION
Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information

Please note that this form CANNOT be submitted in place of your Annual Report.

Name	Teton Brewing Company, LLC
Filing ID	2016-000706637
Type	Limited Liability Company
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type	Close	Standing - Other	Good
Formed in	Wyoming	Filing Date	02/17/2016 10:48 AM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Principal Address

PO Box 11775
Jackson, WY 83002

Mailing Address

PO Box 11775
Jackson, WY 83002

Registered Agent Address

C T Corporation System
1908 Thomes Ave
Cheyenne, WY 82001

Parties

Type	Name / Organization / Address
Organizer	John W Landers

Notes

Date	Recorded By	Note

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: 297

License Fees

Annual Fee: $ 1514.00

Prorated Fee: $.

Transfer Fee: $.

Publishing Fee: $ 100.00

Publishing Fee Direct Billed to Applicant: ☐

Date filed with clerk: 1 / 18 / 2022

Advertising Dates: (2 Weeks) 2/2/2022 & 2/9/2022

Hearing Date: 2 / 22 / 2022

License Term: 4 / 1 / 2022 (Month / Day / Year) Through 3 / 31 / 2023 (Month / Day / Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: Songyot Nitsuksai

Trade/Business Name (dba): Thai Plate Cuisine

Building to be licensed/Building Address: 145 N Glenwood St (Number & Street) Jackson (City) WY (State) 83001 (Zip) (County)

Local Mailing Address: Po Box 4619 (Number & Street or P.O. Box) Jackson (City) WY (State) 83001 (Zip)

Local Business Telephone Number: (307) 734 2254 Fax Number: ( )

Business E-Mail Address: Phuchit39@d3@gmail.com

FILING IN (CHOOSE ONLY ONE)

☑ CITY OF: Jackson

☐ COUNTY OF:

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL ☑ CORPORATION

☐ PARTNERSHIP ☐ LTD PARTNERSHIP

☐ LP/LLP ☐ ORGANIZATION

☐ LLC ☐ OTHER

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY (BAR)

☐ OFF-PREMISE ONLY (PACKAGE STORE)

☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☑ RESTAURANT LIQUOR LICENSE

☐ RESORT LIQUOR LICENSE

☐ BAR AND GRILL

LIMITED RETAIL (CLUB)

☐ VETERANS CLUB

☐ FRATERNAL CLUB

☐ GOLF CLUB

☐ SOCIAL CLUB

☐ MICROBREWERY

☐ WINERY

☐ DISTILLERY SATELLITE

☐ WINERY SATELLITE

☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY

☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM

☐ GOLF CLUB

☐ GUEST RANCH

☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☑ FULL TIME (e.g. Jan through Dec) — (specify months of operation) from ____ to ____

☐ SEASONAL/PART-TIME — DAYS OF WEEK (e.g. Mon through Sat) from Mon to Sun

☐ NON-OPERATIONAL/PARKED — HOURS OF OPERATION (e.g. 10a - 2a) from 11 AM to 9 PM

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)

(a) **OWN** the licensed building? ☐ YES (own)

(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☑ YES (lease)

(c) **LEASE** is current and on file with the licensing authority & Liquor Division.

If the lease is not current, please submit a copy pf the lease and indicate:

(i) When the lease expires, located on page_____paragraph_____of lease.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page_____ paragraph_____of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)
(Line 1 + Line 2 must = Line 3)
(Line 1) Liquor Sales: $ 724 (____ %)
(Line 2) Food Sales: $ ____ (____ %)
(Line 3) Gross Sales: $ ____ (____ %)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☑ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesale malt beverage license with the Liquor Division)

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer, and every director** must complete the box below.

D.O.B [redacted]

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Songyot Netsuksai	[redacted]	[redacted]		1	50%	YES ☐ NO ☑	YES ☐ NO ☑
Nongnut Netsuksai				1	50%	YES ☐ NO ☑	YES ☐ NO ☑
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) SS.
COUNTY OF Teton *)*

Signed and sworn to before me on this 18 day of Jan., 20 22 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	[signature]	Songyot Netsuksai	CEO
2)	Nongnut Netsuksai	Nongnut Netsuksai	Secretary
3)			
4)			

ULISES AVILA RAMIREZ – NOTARY PUBLIC
COUNTY OF TETON (SEAL) STATE OF WYOMING
MY COMMISSION EXPIRES AUGUST 03, 2024

Witness my hand and official seal: [signature]
Signature of Notary Public

My commission expires: 08/03/2024

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: Songyot (First Name) _____ (Full Middle Name) Nutsuksai (Last Name)

Date of Birth: [redacted] Driver Licens[redacted]

_____
Applicant Signature

State of WY)
)ss
County of Teton)

Subscribed and sworn to before me this 18 day of Jan., 2022

(SEAL)

ULISES AVILA RAMIREZ – NOTARY PUBLIC
COUNTY OF TETON
STATE OF WYOMING
MY COMMISSION EXPIRES AUGUST 03, 2024

_____
Notary Public or officer authorized to administer oaths

Issued by:

WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES
2219 CAREY AVE
CHEYENNE, WY 82002

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 10829

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Issued to:

EXPIRATION DATE: 4/7/2022

THAI PLATE CUISINE
145 N GLENWOOD ST
JACKSON, WY 83001

THAI PLATE CUISINE INC
SONGYOT NETSUKSAI
PO BOX 4619
JACKSON, WY 83001

Director of Dept. of Ag

THIS LICENSE MUST BE CURRENT AND POSTED CONSPICUOUSLY AT THE PHYSICAL LOCATION

COMMERCIAL LEASE AGREEMENT
(145 N. Glenwood, Jackson Hole, Wyoming)

This AGREEMENT is duly entered into between the undersigned Lessor and the undersigned Lessee effective as of April 1st, 2021.

WITNESSETH:

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I. THE LEASE

BASIC TERMS: These are the basic terms for this Lease:

Premises: The space located at 145 N. Glenwood, Jackson, Wyoming described on the attached description: Approximately 2,500 square feet, plus one parking space designated by Lessor.

Base Rent: [redacted] month during the lease term, payable on the first day of each month in advance beginning April 1, 2021 adjusted by Lessor annually in advance, subject to annual increases as set forth herein. Rent for first three months will be prorated at [redacted] per month for April, May, and June of 2021. Then continue at the normal monthly rent of [redacted] there after.

Deposit Amount: [redacted]. This security deposit may not be applied by Lessee to rent.

Basic Lease Term: Commencing April 1, 2021 through May 30, 2026.

Renewal Term: Lessee may renew the lease term after approval of land lord for a period on the terms set forth herein.

Costs: This is a "net net net" lease -- the Lessee pays for interior maintenance, telephone, utilities, fire and casualty insurance associated with restaurant use, and for a share of exterior maintenance, real estate taxes, building liability and casualty insurance, and other costs noted herein. The percentage for said share is 90% of the total costs for the building and land.

Permitted Uses: Operation of Thai Plate Cuisine Inc. food restaurant business. The permitted usage by Lessee includes serving alcoholic beverages to Lessee's customers, with Lessee fully responsible for all related permitting and all related liability.

Improvements: Lessee's attached equipment, improvements and installations are to become the property of the Lessor. The movable and trade fixtures shall

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION
Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information

Please note that this form CANNOT be submitted in place of your Annual Report.

Name	Thai Plate Cuisine Inc.
Filing ID	2021-000977782
Type	Profit Corporation
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Wyoming	Filing Date	02/02/2021 12:39 PM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Share Information

Common Shares	100,000	Preferred Shares	0	Additional Stock	N
Par Value	1.0000	Par Value	0.0000		

Principal Address

3450 South Shorthorn Drive
Jackson, WY 83001

Mailing Address

3450 South Shorthorn Drive
Jackson, WY 83001

Registered Agent Address

Songyot Netsuksai
3450 South Shorthorn Drive
Jackson, WY 83001

Parties

Type	Name / Organization / Address
Incorporator	Songyot Netsuksai 3450 South Shorthorn Drive, Jackson, Wyoming

Notes

Date	Recorded By	Note

Annual Report History

Num	Status	Date	Year	Tax

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: 290

License Fees

Annual Fee: $ 1514.00

Prorated Fee: $ _____

Transfer Fee: $ _____

Publishing Fee: $ 100.00

Date filed with clerk: 1 / 3 / 22

Advertising Dates: (2 Weeks) 2/2/22 & 2/9/22

Hearing Date: 2 / 22 / 22

Publishing Fee Direct Billed to Applicant: ☐

License Term: 4 / 1 / 22 (Month / Day / Year) Through 3 / 31 / 23 (Month / Day / Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: Tijuana Mexican Restaurant LLC

Trade/Business Name (dba): Tijuana Authentic Mexican Restaurant

Building to be licensed/Building Address: 520 Hwy 89 #4 and #5 (Number & Street)

Jackson (City) WY (State) 83001 (Zip) Teton (County)

Local Mailing Address: PO Box 12688 (Number & Street or P.O. Box)

Jackson (City) WY (State) 83002 (Zip)

Local Business Telephone Number: (307) 733-3554 Fax Number: (____) _____

Business E-Mail Address: mariomorales_1992@yahoo.com

FILING IN (CHOOSE ONLY ONE)

☐ CITY OF: _____

☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☒ LLC
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY (BAR)
☐ OFF-PREMISE ONLY (PACKAGE STORE)
☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☒ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☒ FULL TIME (e.g. Jan through Dec)	(specify months of operation)	from _____ to _____
☐ SEASONAL/PART-TIME	DAYS OF WEEK (e.g. Mon through Sat)	from _____ to _____
☐ NON-OPERATIONAL/PARKED	HOURS OF OPERATION (e.g. 10a - 2a)	from 9 AM to 12 midnight

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)

(a) **OWN** the licensed building? ☐ YES (own)

(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☒ YES (lease)

(c) **LEASE** is current and on file with the licensing authority & Liquor Division.

If the lease is not current, please submit a copy pf the lease and indicate:

(i) When the lease expires, located on page _____ paragraph _____ of lease.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page _____ paragraph _____ of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)

(Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $ 20,401 (8.7 %)
(Line 2) Food Sales: $ 214,401 (91.3 %)
(Line 3) Gross Sales: $ 234,802 (100.0 %)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☐ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesale malt beverage license with the Liquor Division)

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Provencia Morales Ramos	[redacted]	[redacted]	[redacted]	YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
Mario Morales	[redacted]	[redacted]	[redacted]	YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer**, **and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) SS.
COUNTY OF Teton *)*

Signed and sworn to before me on this 4th day of January, 2022 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)			
2)			
3)			
4)			

MARY A HURST
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 166083
MY COMMISSION EXPIRES: 10/06/2027

Witness my hand and official seal: Mary A Hurst
Signature of Notary Public

(SEAL) My commission expires: 10/06/2027

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: Mario (First Name) Morales (Full Middle Name) Perez (Last Name)

Date of Birth: [redacted] Driver License: WY / _____ (State / Number)

_____
Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 4th day of ~~December~~ January, 20 22.

(SEAL)

MARY A HURST
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 166083
MY COMMISSION EXPIRES: 10/06/2027

Mary A Hurst
Notary Public or officer authorized to administer oaths

Rev 10/2020

Issued by:

WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES
2219 CAREY AVE
CHEYENNE, WY 82002

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 8238

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Issued to:
TIJUANA MEXICAN RESTAURANT LLC
520 HWY 89
JACKSON, WY 83002

EXPIRATION DATE:
1/23/2023

TIJUANA MEXICAN RESTAURANT LLC
FLORENCIA MORALES MARIO PEREZ MORALES
PO BOX 12688
JACKSON, WY 83002

Douglas L. Miyamoto

Director of Dept. of Ag

THIS LICENSE MUST BE CURRENT AND POSTED CONSPICUOUSLY AT THE PHYSICAL LOCATION

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION
Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information


Please note that this form CANNOT be submitted in place of your Annual Report.

Name	Tijuana Mexican Restaurant LLC
Filing ID	2018-000784856
Type	Limited Liability Company
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Delinquent
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Wyoming	Filing Date	01/16/2018 3:49 PM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Principal Address

520 S Hwy 89
Jackson, WY 83002

Mailing Address

PO Box 12688
Jackson, WY 83002

Registered Agent Address

Mountain Business Center, LLC
960 Alpine Lane 4
PO Box 12200
Jackson, WY 83001

Parties

Type	Name / Organization / Address
Organizer	Mountain Business Center, LLC PO Box 12200, Jackson, WY 83002

Notes

Date	Recorded By	Note

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: 120

License Fees

Annual Fee: $ 1500.00

Prorated Fee: $ _____

Transfer Fee: $ _____

Publishing Fee: $ 100.00

Date filed with clerk: 1 / 3 / 2022

Advertising Dates: (2 Weeks) 2/2/22 & 2/9/22

Hearing Date: 2 / 22 / 22

Publishing Fee Direct Billed to Applicant: ☐

License Term: 4 / 1 / 22 (Month / Day / Year) Through 3 / 31 / 23 (Month / Day / Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: VFJH LLC

Trade/Business Name (dba): Spirits + Spice

Building to be licensed/Building Address: 80 W Broadway Unit 101 (Number & Street)

Jackson (City) WY (State) 83001 (Zip) Teton (County)

Local Mailing Address: 3465 N Pines Way Ste 104 (Number & Street or P.O. Box)

Wilson (City) WY (State) 83014 (Zip)

Local Business Telephone Number: (307) 734-1535 Fax Number: ( )

Business E-Mail Address: kim@spiritsandspice.com

FILING IN (CHOOSE ONLY ONE)

☒ CITY OF: JACKSON

☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☒ LLC
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY (BAR)
☒ OFF-PREMISE ONLY (PACKAGE STORE)
☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☒ FULL TIME (e.g. Jan through Dec)	(specify months of operation)	from 1/1 to 12/31
☐ SEASONAL/PART-TIME	DAYS OF WEEK (e.g. Mon through Sat)	from Mon. to Sunday
☐ NON-OPERATIONAL/PARKED	HOURS OF OPERATION (e.g. 10a - 2a)	from 10 AM to 8 PM

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)

(a) **OWN** the licensed building? ☐ YES (own)

(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☒ YES (lease)

(c) **LEASE** is current and on file with the licensing authority & Liquor Division.

If the lease is not current, please submit a copy pf the lease and indicate:

(i) When the lease expires, located on page _____ paragraph _____ of lease.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page _____ paragraph _____ of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)
(Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $_____(_____%)
(Line 2) Food Sales: $_____(_____%)
(Line 3) Gross Sales: $_____(_____%)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☐ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesale malt beverage license with the Liquor Division)

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer**, **and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Lois Kimberly Weiss	[redacted]			11 years	50	YES ☐ NO ☒	YES ☐ NO ☒
Gary Allen Weiss				11 years	50	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF ~~WYOMING~~ IL)
) ***SS.***
COUNTY OF COOK)

Signed and sworn to before me on this 13 day of NOVEMBER, 20 ~~21~~ that the facts alleged in the foregoing instrument are true by the following:

1) L. K. Weiss (Signature) — Lois K. Weiss (Printed Name) — Managing Member (Title)
2) _____ (Signature) — _____ (Printed Name) — _____ (Title)
3) _____ (Signature) — _____ (Printed Name) — _____ (Title)
4) _____ (Signature) — _____ (Printed Name) — _____ (Title)

OFFICIAL SEAL
ALLYSON SIMS
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 08-26-2024

(SEAL)

Witness my hand and official seal: Allyson Sims
Signature of Notary Public

My commission expires: 8/26/24

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

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PLEASE PRINT:

Legal Name: Lois (First Name) Kimberly (Full Middle Name) Weiss (Last Name)

Date of Birth: [redacted] Driver License: [redacted]

K. Weiss
Applicant Signature

State of ILLINOIS)
)ss
County of COOK)

OFFICIAL SEAL
ALLYSON SIMS
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 08-26-2024

Subscribed and sworn to before me this 13 day of NOVEMBER, 2021.

(SEAL)

Allyson Sims
Notary Public or officer authorized to administer oaths

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION
Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information

Please note that this form CANNOT be submitted in place of your Annual Report.

Name	VFJH, LLC
Filing ID	2010-000579902
Type	Limited Liability Company
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Wyoming	Filing Date	02/04/2010 11:04 AM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Principal Address

80 W. Broadway
Jackson, WY 83001

Mailing Address

3884 Civic Center Dr
North Las Vegas, NV 89030

Registered Agent Address

Western Registry, LLC
180 N Center St Suite 11
PO Box 594
Jackson, WY 83001

Parties

Type	Name / Organization / Address
Manager	Western Registry, Inc.
Organizer	Marilyn Jones

Notes

Date	Recorded By	Note

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: _____

License Fees

Annual Fee: $ 3000.00

Prorated Fee: $ _____

Transfer Fee: $ _____

Publishing Fee: $ 100.00

Publishing Fee Direct Billed to Applicant: ☐

Date filed with clerk: 01 / 19 / 2022

Advertising Dates: (2 Weeks) 2/2/2022 & 2/9/2022

Hearing Date: 2 / 22 / 2022

License Term: 04 (Month) / 01 (Day) / 2022 (Year) Through 03 (Month) / 31 (Day) / 2022 (Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: Virginian Liquor LLC, a Wyoming limited liability company

Trade/Business Name (dba): Virginian Lodge and RV Park

Building to be licensed/Building Address: 750 W Broadway and 90 Virginian Lane (Number & Street)

Jackson (City) WY (State) 83001 (Zip) Teton (County)

Please update mailing address

Local Mailing Address: P.O. Box 7396 (Number & Street or P.O. Box)

Jackson (City) WY (State) 83002 (Zip)

Local Business Telephone Number: (307) 690-4840 Fax Number: ( )

Business E-Mail Address: jcoca@virginianlodge.com

FILING IN (CHOOSE ONLY ONE)

☒ CITY OF: Jackson

☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL ☐ CORPORATION
☐ PARTNERSHIP ☐ LTD PARTNERSHIP
☐ LP/LLP ☐ ORGANIZATION
☒ LLC ☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY (BAR)
☐ OFF-PREMISE ONLY (PACKAGE STORE)
☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE
☒ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY

☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☒ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☒ FULL TIME (e.g. Jan through Dec)	(specify months of operation)	from Jan to Dec
☐ SEASONAL/PART-TIME	DAYS OF WEEK (e.g. Mon through Sat)	from Mon to Sun
☐ NON-OPERATIONAL/PARKED	HOURS OF OPERATION (e.g. 10a - 2a)	from 10 to 22

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)

(a) **OWN** the licensed building? ☐ YES (own)

(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☒ YES (lease)

(c) **LEASE** is current and on file with the licensing authority & Liquor Division.

If the lease is not current, please submit a copy pf the lease and indicate: See attached Lease Extension

(i) When the lease expires, located on page _____ paragraph _____ of lease.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page _____ paragraph _____ of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)
(Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $_____(_____%)
(Line 2) Food Sales: $_____(_____%)
(Line 3) Gross Sales: $_____(_____%)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☐ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesale malt beverage license with the Liquor Division)

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer**, **and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Martti Mannoja	[redacted]	[redacted]	[redacted]	2	49.5%	YES ☐ [redacted] ☒	YES ☐ NO ☒
Benjamin Rafter	[redacted]	[redacted]	[redacted]	2	49.5%	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) SS.
COUNTY OF Los Angeles *)*

Signed and sworn to before me on this 14th day of January, 20 22 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	[signature]	MARTTI MANNOJA	Vice President
2)	[signature]	BENJAMIN RAFTER	President.
3)			
4)			

NORA T. KNADJIAN
Notary Public - California
Los Angeles County
Commission # 2333189
My Comm. Expires Sep 4, 2024

Witness my hand and official seal: [signature]
Signature of Notary Public

My commission expires: 9/4/2024

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

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Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

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PLEASE PRINT:

Legal Name: MARTTI (First Name) JABAKKO (Full Middle Name) MAINOJA (Last Name)

Date of Birth: [redacted] Driver License: [redacted]
State / Number

Applicant Signature

State of California)
)ss
County of Los Angeles)

Subscribed and sworn to before me this 4th day of January, 2022.

(SEAL)

NORA T. KNADJIAN
Notary Public - California
Los Angeles County
Commission # 2333189
My Comm. Expires Sep 4, 2024

Notary Public or officer authorized to administer oaths

Rev 10/2020

DocuSign Envelope ID: 67F0BBC7-72EE-4C98-991A-6865C336BC12

Amended and Restated Lease Agreement between Virginian Lodge LLC, as Landlord to Virginian Liquor LLC, as Tenant as to 750 W. Broadway and 90 Virginian Lane

Virginian Liquor LLC, a Wyoming limited liability company (the "**Tenant**") and Virginian Lodge LLC, a Wyoming limited liability company and Virginian RV Park LLC, a Wyoming limited liability company (collectively the "**Landlord**") entered into a Lease Agreement dated as of June 10, 2020, which was amended and restated on August 14, 2020 (the "**Original Lease**"). Tenant and Landlord hereby amend and restate the Original Lease as set forth below in this Lease Agreement (this "**Lease**").

Tenant is hereby granted a leasehold interest by Landlord in the property commonly known as 750 W. Broadway and 90 Virginian Lane, Jackson, WY, legally described as Lot 1 and Lot 2 of the Virginian Addition to the Town of Jackson, according to that plat recorded in the Office of the Teton County Clerk, Teton County Wyoming on August 16, 2004 as Plat 1129, including and together with all improvements thereon and appurtenances thereto, but subject to the Retail Leases and the Standalone Restaurant Lease (as those terms are defined in the Hotel Management Agreement dated August 14, 2020 between OLS Hotels & Resorts ("**OLS**") and Virginian Lodge LLC, a Wyoming limited liability company (the "**HMA**")) (collectively the "**Leased Premises**")

The term of this Lease shall be from the Effective Date of this Lease until December 31, 2021 (the "**Term**"). The Term shall automatically renew for successive one-year periods unless at least 30 days prior to the then-applicable expiration of the Term, a party gives the other party written notice that the Lease shall terminate as of its then-existing Term. In no event, however, shall any lease term hereunder expire prior to the expiration of any liquor license issued by the Town of Jackson, Wyoming to Tenant for purposes of serving and/or selling alcoholic or malt beverages on the Leased Premises.

Tenant may use the Leased Premises in compliance with the HMA and W.S. Section 12-4-103(ii) for any or all of the following: (i) the sale of alcoholic and malt beverages for on-premises consumption, (ii) the sale of alcoholic and malt beverages for off-premises consumption, (iii) the storage of alcoholic and malt beverages for any of the foregoing purposes, and (iv) all uses reasonably ancillary to the foregoing.

Tenant shall monthly pay Landlord a total of $[redacted] in relation to the lease of the Leased Premises under this Lease, prorated for any partial periods.

Except as may be otherwise performed by OLS pursuant to the HMA, Tenant shall keep all portions of the Leased Premises used by the Tenant in good order, and make all necessary

DocuSign Envelope ID: 67F0BBC7-72EE-4C98-991A-6865C336BC12

repairs and replacements and perform all necessary maintenance in order to keep the portions of the Leased Premises used by Tenant suitable for Tenant's permitted use hereunder. Tenant shall not have access to any portions of the Leased Premises that are used as hotel rooms without the permission of the then-occupants of such hotel rooms.

Tenant shall not assign, transfer or sublease its interest in this Lease or the Leased Premises without the prior written consent of the Landlord.

Tenant shall not permit any liens or encumbrances to attach to the Leased Premises by virtue of Tenant's operations at the Leased Premises.

Tenant shall at all times comply with all applicable laws in relation to its operations at the Leased Premises.

In the event of a conflict between the terms and conditions of the HMA and this Lease agreement the terms and conditions of the HMA shall prevail except in the case where the HMA may cause the Leased Premises to be operated out of compliance with Wyoming law as it relates the dispensing and sale of alcoholic and malt beverages on the Leased Premises, in which case the terms and conditions of this Lease Agreement shall prevail.

Upon any condemnation or casualty that makes the Tenant's use of the Leased Premises impracticable or impossible, either party may terminate this Lease by written notice to the other.

This Lease may be executed in counterparts.

IN WITNESS WHEREOF, the parties have entered into this Lease as of May 14, 2021.

LANDLORD:
Virginian Lodge LLC, a Wyoming limited liability company

DocuSigned by:
Robert Huggins
31E5EF2D1E49463...

Robert Huggins
President of Manager Orion Companies

Virginian RV Park LLC, a Wyoming limited liability company

DocuSigned by:
Robert Huggins
31E5EF2D1E49463...

Robert Huggins
President of Manager Orion Companies

TENANT
Virginian Liquor, LLC

DocuSigned by:
Ben Rafter
7CAB7ABF797D42E...

Ben Rafter
President & CEO of Manager OLS Hotel & Resorts, LLC

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION
Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information

Please note that this form CANNOT be submitted in place of your Annual Report.

Name	Virginian Liquor LLC
Filing ID	2020-000920807
Type	Limited Liability Company
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Wyoming	Filing Date	06/04/2020 11:18 AM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Principal Address

30 S, Wacker 36th Floor
Chicago, IL 60606

Mailing Address

30 S, Wacker 36th Floor
Chicago, IL 60606

Registered Agent Address

C T Corporation System
1908 Thomes Ave
Cheyenne, WY 82001

Parties

Type	Name / Organization / Address
Organizer	Jennifer Kupietz 30 S, Wacker 36th Floor, Chicago, IL 60606

Notes

Date	Recorded By	Note

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: 103

License Fees

Annual Fee: $ 1500.00

Prorated Fee: $ _____

Transfer Fee: $ _____

Publishing Fee: $ 100.00

Date filed with clerk: 1 / 3 / 2022

Advertising Dates: (2 Weeks)
2/2/22 & 2/9/22

Hearing Date: 2 / 22 / 22

Publishing Fee Direct Billed to Applicant: ☐

License Term: 4 / 1 / 22 (Month / Day / Year) Through 3 / 31 / 23 (Month / Day / Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: Virginian Liquor LLC

Trade/Business Name (dba): Virginian Tavern

Building to be licensed/Building Address: 750 W Broadway Ave.
Number & Street

Jackson (City) WY (State) 83001 (Zip) Teton (County)

Local Mailing Address: PO Box 7396
Number & Street or P.O. Box

Jackson (City) WY (State) 83002 (Zip)

Local Business Telephone Number: (307) 733-2792 Fax Number: (307) 733-0281

Business E-Mail Address: jpeters@olshotels.com

FILING IN (CHOOSE ONLY ONE)

☒ CITY OF: Jackson

☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☒ LLC
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY (BAR)

☐ OFF-PREMISE ONLY (PACKAGE STORE)

☒ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE

☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY

☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☒ FULL TIME (e.g. Jan through Dec)
☐ SEASONAL/PART-TIME
☐ NON-OPERATIONAL/PARKED

(specify months of operation) from _____ to _____

DAYS OF WEEK (e.g. Mon through Sat) from _____ to _____

HOURS OF OPERATION (e.g. 10a - 2a) from _____ to _____

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)

(a) **OWN** the licensed building? ☐ YES (own)

(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☒ YES (lease)

(c) **LEASE** is current and on file with the licensing authority & Liquor Division.

If the lease is not current, please submit a copy pf the lease and indicate:

(i) When the lease expires, located on page_____paragraph_____of lease.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page_____ paragraph_____of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)
(Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $_____(_____%)
(Line 2) Food Sales: $_____(_____%)
(Line 3) Gross Sales: $_____(_____%)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☐ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesale malt beverage license with the Liquor Division)

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer**, **and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Robert Melaren Huggins	[redacted]			1	.5%	YES ☐ NO ☒	YES ☐ NO ☒
Lane Todd LeMure				1	.5%	YES ☐ NO ☒	YES ☐ NO ☒
Martti Mannoja				1	9.9%	YES ☐ NO ☒	YES ☐ NO ☒

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts are true and accurate.

STATE OF WYOMING)
) SS.
COUNTY OF Teton *)*

Julie A Coca
Notary Public
Teton County, Wyoming
My Commission Expires 04-04-22

Signed and sworn to before me on this 13th day of December, 2021 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	RMHuggins	Robert Huggins	trustee
2)			
3)			
4)			

Witness my hand and official seal:

Julie A Coca
Signature of Notary Public

(SEAL)

My commission expires: 04-04-2022

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: Robert (First Name) McLaren (Full Middle Name) Huggins (Last Name)

Date of Birth: [redacted] Driver License: [redacted] (State / Number)

Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 13th day of December, 2021.

(SEAL)

JUDY PETERS
NOTARY PUBLIC
STATE OF WYOMING
MY COMMISSION EXPIRES 05/08/2025

Notary Public or officer authorized to administer oaths

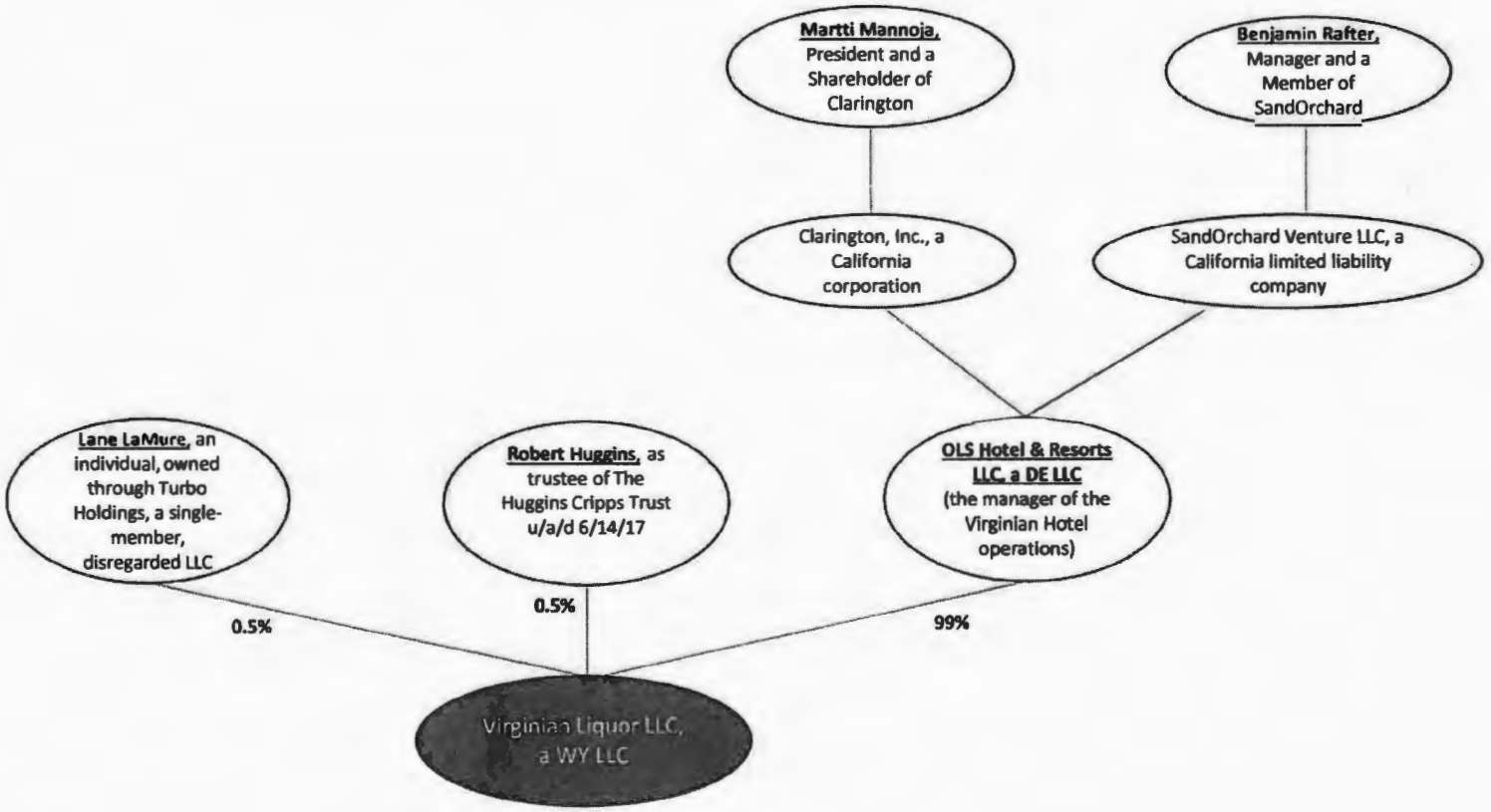
Virginian Liquor LLC Renewal of Liquor License Permit
Application License Term 4/1/22 through 3/31/23

Question 6

True and Correct Name	Date of Birth	Residence Address	Residence Phone Number	No. of years in LLC	Membership Interest Held	Have you been convicted of a felony	Have you been convicted of a violation relating to Alcoholic Liquor or Malt Beverages
Benjamin Rafter	1[redacted]	[redacted]	[redacted]	<1	89.1%	No	No

15841813_v1

Structure of Virginian Liquor LLC as of December 2021



Second Amended and Restated Lease Agreement
between
Virginian Lodge LLC, as Landlord
to
Virginian Liquor LLC, as Tenant
as to
750 W. Broadway

Virginian Liquor LLC, a Wyoming limited liability company ("**Tenant**") and Virginian Lodge LLC, a Wyoming limited liability company ("**Landlord**") entered into a Lease Agreement dated as of June 10, 2020 (the "**Original Lease**"), which Original Lease was amended and restated effective as of as of August 14, 2020. Tenant and Landlord hereby amend and restate the Original Lease, including its prior amendment and restatement, as set forth below in this Lease Agreement (this "**Lease**").

Tenant is hereby granted a leasehold interest by Landlord in the property commonly known as 750 W. Broadway, Jackson, WY, legally described as Lot 1 of the Virginian Addition to the Town of Jackson, according to that plat recorded in the Office of the Teton County Clerk, Teton County Wyoming on August 16, 2004 as Plat 1129, including and together with all improvements thereon and appurtenances thereto, but subject to the Retail Leases and the Standalone Restaurant Lease (as those terms are defined in the Hotel Management Agreement dated August 14, 2020 between OLS Hotels & Resorts ("**OLS**") and Virginian Lodge LLC, a Wyoming limited liability company (the "**HMA**")) (collectively the "**Leased Premises**").

The term of this Lease shall be from the date of Landlord's acquisition of the Leased Premises until April 30, 2022 (the "**Term**"). The Term shall automatically renew for successive one-year periods unless at least 30 days prior to the then-applicable expiration of the Term, a party gives the other party written notice that the Lease shall terminate as of its then-existing Term. In no event, however, shall any lease term hereunder expire prior to the expiration of any liquor license issued by the Town of Jackson, Wyoming to Tenant for purposes of serving and/or selling alcoholic or malt beverages on the Leased Premises.

Tenant may use the Leased Premises in compliance with the HMA and W.S. Section 12-4-103(ii) for any or all of the following: (i) the sale of alcoholic and malt beverages for on-premises consumption, (ii) the sale of alcoholic and malt beverages for off-premises consumption, (iii) the storage of alcoholic and malt beverages for any of the foregoing purposes, and (iv) all uses reasonably ancillary to the foregoing.

Tenant shall monthly pay Landlord a total [redacted] in relation to the lease of the Leased Premises under this Lease, prorated for any partial periods.

Except as may be otherwise performed by OLS pursuant to the HMA, Tenant shall keep all portions of the Leased Premises used by the Tenant in good order, and make all necessary repairs and replacements and perform all necessary maintenance in order to keep the portions of the Leased Premises used by Tenant suitable for Tenant's permitted use hereunder. Tenant shall

not have access to any portions of the Leased Premises that are used as hotel rooms without the permission of the then-occupants of such hotel rooms.

Tenant shall not assign, transfer or sublease its interest in this Lease or the Leased Premises without the prior written consent of the Landlord.

Tenant shall not permit any liens or encumbrances to attach to the Leased Premises by virtue of Tenant's operations at the Leased Premises.

Tenant shall at all times comply with all applicable laws in relation to its operations at the Leased Premises.

In the event of a conflict between the terms and conditions of the HMA and this Lease agreement the terms and conditions of the HMA shall prevail except in the case where the HMA may cause the Leased Premises to be operated out of compliance with Wyoming law as it relates the dispensing and sale of alcoholic and malt beverages on the Leased Premises, in which case the terms and conditions of this Lease Agreement shall prevail.

Upon any condemnation or casualty that makes the Tenant's use of the Leased Premises impracticable or impossible, either party may terminate this Lease by written notice to the other.

This Lease may be executed in counterparts.

IN WITNESS WHEREOF, the parties have entered into this Lease as of December 7, 2020.

LANDLORD:

Virginian Lodge LLC, a Wyoming limited liability company

By: _____
Name: Robert Huggins
Its: President

TENANT:

VIRGINIAN LIQUOR, LLC

By: OLS Hotel & Resorts LLC, its Manager

By: Docusigned by: Ben Rafter
D4E4B8F1F7424D8...
Name: Benjamin Rafter
Its: President & CEO

14811490_v4

SPRINGBOARD
HOSPITALITY

December 10, 2021

HAND DELIVERY
Lynsey Lenamond
Town Clerk
150 East Pearl Ave
Jackson, WY 83001

Re: Virginian Liquor LLC dba Virginian Tavern Retail Liquor License Renewal

Dear Ms. Lenamond:

Enclosed is the renewal application of Virginian Liquor LLC for a license term of 4/1/2022 through 3/31/2023. I appreciate the Town and Town Clerk's time and consideration of this renewal application. If you have any questions, please let me know.

I have attached a copy of the current Lease for your reference. In paragraph 3 on page 1, it states that the term of the lease is through April 30, 2022, and it further states that the term will automatically renew for successive one-year periods unless written notice is given. Per our telephone conversation earlier today, your opinion was that since the automatic renewal provision is spelled out in the document, we are not required to execute and submit a new lease document. However, if the State of Wyoming feels differently and wishes us to execute a new lease or a specific extension, please let me know and we will provide you whatever is required.

If you wish to discuss this application or have any questions, please contact me anytime on my mobile at (661) 904-0825, or by email at larry@springboardhospitality.com.

Very truly yours,

Larry Layman

Larry Layman
VP Finance, Springboard Hospitality

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION
Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information

Please note that this form CANNOT be submitted in place of your Annual Report.

Name	Virginian Liquor LLC
Filing ID	2020-000920807
Type	Limited Liability Company
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Wyoming	Filing Date	06/04/2020 11:18 AM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Principal Address

30 S, Wacker 36th Floor
Chicago, IL 60606

Mailing Address

30 S, Wacker 36th Floor
Chicago, IL 60606

Registered Agent Address

C T Corporation System
1908 Thomes Ave
Cheyenne, WY 82001

Parties

Type	Name / Organization / Address
Organizer	Jennifer Kupietz 30 S, Wacker 36th Floor, Chicago, IL 60606

Notes

Date	Recorded By	Note

(321)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #		
Trf from		
Reviewer	Initials	Date
Agent:		/ /
Chief		/ /

To be completed by City/County Clerk

Local License #

License Fees

Annual Fee $ 1500.00

Prorated Fee $

Transfer Fee $

Publishing Fee $ 100.00

Date filed with clerk: 1 / 22 / 22

Advertising Dates (2 Weeks) 2/9/22 & 2/16/22

Hearing Date 2 / 22 / 22

Publishing Fee Direct Billed to Applicant ☐

License Term 4 / 1 / 22 (Month / Day / Year) Through 3 / 31 / 23 (Month / Day / Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies, NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.

Applicant: WHITE BUFFALO CLUB, LLC

Trade/Business Name (dba): WHITE BUFFALO CLUB (THE)

Building to be licensed/Building Address: 160 WEST GILL AVENUE (Number & Street)

JACKSON (City) WY (State) 83001 (Zip) TETON (County)

Local Mailing Address: PO BOX 1254 (Number & Street or P.O. Box)

JACKSON (City) WY (State) 83001 (Zip)

Local Business Telephone Number (307) 734-4900 Fax Number (307) 734-1998

Business E-Mail Address: OPERATIONS@WHITEBUFFALOCLUB.COM

FILING IN (CHOOSE ONLY ONE)

- ☑ CITY OF JACKSON
- ☐ COUNTY OF

FILING AS (CHOOSE ONLY ONE)

- ☐ INDIVIDUAL
- ☐ PARTNERSHIP
- ☐ LP/LLP
- ☑ LLC
- ☐ CORPORATION
- ☐ LTD PARTNERSHIP
- ☐ ORGANIZATION
- ☐ OTHER

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

- ☐ ON-PREMISE ONLY (BAR)
- ☐ OFF-PREMISE ONLY (PACKAGE STORE)
- ☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

- ☑ RESTAURANT LIQUOR LICENSE
- ☐ RESORT LIQUOR LICENSE
- ☐ BAR AND GRILL

LIMITED RETAIL (CLUB)

- ☐ VETERANS CLUB
- ☐ FRATERNAL CLUB
- ☐ GOLF CLUB
- ☐ SOCIAL CLUB

- ☐ MICROBREWERY
- ☐ WINERY
- ☐ DISTILLERY SATELLITE
- ☐ WINERY SATELLITE
- ☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

- ☐ CONVENTION FACILITY
- ☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
- ☐ GOLF CLUB
- ☐ GUEST RANCH
- ☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

- ☑ FULL TIME (e.g. Jan through Dec) (specify months of operation) from JAN to DEC
- ☐ SEASONAL/PART-TIME DAYS OF WEEK (e.g. Mon through Sat) from SUN to SAT
- ☐ NON-OPERATIONAL/PARKED HOURS OF OPERATION (e.g. 10a - 2a) from 5 PM to 12 AM

1. **BUILDING OWNERSHIP** Does the applicant? W.S. 12-4-103(a)(iii)

(a) **OWN** the licensed building? ☐ YES (own)

(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☑ YES (lease)

(c) **LEASE** is current and on file with the licensing authority & Liquor Division.

If the lease is not current, please submit a copy of the lease and indicate:

(i) When the lease expires, located on page 2 paragraph 18 of lease. see also page 8 paragraph 7.1

(ii) Where the Sales provision for alcoholic or malt beverages is located, on page 2 paragraph 24 of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

(7/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

(a) Gross sales figures and percentages of income derived from: W.S. 12-4-408(b)

(Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $ 341,638.94 %)

(Line 2) Food Sales: $ 856,441.40 %)

(Line 3) Gross Sales: $ 1,198,080.34 %)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☑ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S. 12-1-101(a)(xix) ☐ YES ☑ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) (Requires wholesale malt beverage license with the Liquor Division) ☐ YES ☑ NO

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☑ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer, and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Gary Scott Rogers	[redacted]	[redacted]		13	100	YES ☐ NO ☑	YES ☐ NO ☑
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF ARIZONA)

) SS.

COUNTY OF MARICOPA)

Signed and sworn to before me on this 21st day of January, 2022 that the facts alleged in the foregoing instrument are true by the following

1) [signature] (Signature) — G. Scott Rogers (Printed Name) — Manager of WT Capital Ventures, LLC the General Partner of WesternTrust, L.P. the sole member of White Buffalo Club, LLC (Title)

2) _____ (Signature) _____ (Printed Name) _____ (Title)

3) _____ (Signature) _____ (Printed Name) _____ (Title)

4) _____ (Signature) _____ (Printed Name) _____ (Title)

JACOB BILIACK
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 610641
Expires June 22, 2025

(SEAL)

Witness my hand and official seal: [signature] Signature of Notary Public

My commission expires: June 22, 2025

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: Gary (First Name) Scott (Full Middle Name) Rogers (Last Name)

Date of Birth: [redacted]

Applicant Signature

Manager of WT Capital Ventures, LLC
the General Partner of WesternTrust, L.P.
the sole member of White Buffalo Club, LLC

State of ARIZONA)
)ss
County of MARICOPA)

Subscribed and sworn to before me this 21st day of January, 2022.

JACOB BILLIACK
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 610841
Expires June 22, 2025

Notary Public or officer authorized to administer oaths

Rev 10/2020

Issued by:

WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES
2219 CAREY AVE
CHEYENNE, WY 82002

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 3684

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Issued to:

WHITE BUFFALO CLUB
160 W GILL AVE
JACKSON, WY 83001

EXPIRATION DATE: 8/4/2022

WHITE BUFFALO CLUB, LLC
WHITE BUFFALO CLUB, LLC
PO BOX 1254
JACKSON, WY 83001

Director of Dept. of Ag

THIS LICENSE MUST BE CURRENT AND POSTED CONSPICUOUSLY AT THE PHYSICAL LOCATION

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION
Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information


Please note that this form CANNOT be submitted in place of your Annual Report.

Name	White Buffalo Club, LLC
Filing ID	2013-000655484
Type	Limited Liability Company
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Utah	Filing Date	12/12/2013 10:05 AM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Principal Address

1765 Sidewinder Drive
Park City, UT 84060

Mailing Address

PO Box 1254
Jackson, WY 83001

Registered Agent Address

Dave Johnson
160 West Gill Avenue
PO Box 1254
Jackson, WY 83001

Parties

Type	Name / Organization / Address

Notes

Date	Recorded By	Note

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: 114

License Fees

Annual Fee: $ 1500.00

Prorated Fee: $ _____

Transfer Fee: $ _____

Publishing Fee: $ 100.00

Publishing Fee Direct Billed to Applicant: ☐

Date filed with clerk: 12 / 18 / 21

Advertising Dates: (2 Weeks) 2/2/22 & 2/9/22

Hearing Date: 2 / 22 / 22

License Term: 4 (Month) / 1 (Day) / 22 (Year) Through 3 (Month) / 31 (Day) / 23 (Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: Whole Foods Market Rocky Mountain / Southwest LP

Trade/Business Name (dba): Whole Foods Market

Building to be licensed/Building Address: 1155 S Hwy 89 (Number & Street)

Jackson (City) WY (State) 83002 (Zip) Teton (County)

Local Mailing Address: PO Box 684786 (Number & Street or P.O. Box)

Austin (City) TX (State) 78768 (Zip)

Local Business Telephone Number: (307) 733-0450 Fax Number: (307) 739-1177

Business E-Mail Address: catherine.shiffrin@wholefoods.com

FILING IN (CHOOSE ONLY ONE)

☒ CITY OF: Jackson

☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL
☐ PARTNERSHIP
☒ LP/LLP
☐ LLC
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY (BAR)
☐ OFF-PREMISE ONLY (PACKAGE STORE)
☒ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)

☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☒ FULL TIME (e.g. Jan through Dec)
☐ SEASONAL/PART-TIME
☐ NON-OPERATIONAL/PARKED

(specify months of operation) from _____ to _____

DAYS OF WEEK (e.g. Mon through Sat) from _____ to _____

HOURS OF OPERATION (e.g. 10a - 2a) from _____ to _____

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)

(a) **OWN** the licensed building? ☐ YES (own)

(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☒ YES (lease)

(c) **LEASE** is current and on file with the licensing authority & Liquor Division.

If the lease is not current, please submit a copy pf the lease and indicate: expiration date on file

(i) When the lease expires, located on page _____ paragraph _____ of lease.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page _____ paragraph _____ of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)
(Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $_____(_____%)
(Line 2) Food Sales: $_____(_____%)
(Line 3) Gross Sales: $_____(_____%)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☐ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesale malt beverage license with the Liquor Division)

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer**, **and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Please see attached list						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF ~~WYOMING~~ Texas)
) SS.
COUNTY OF Travis)

Signed and sworn to before me on this 15th day of December, 2021 that the facts alleged in the foregoing instrument are true by the following:

1) X _____	(Signature)	Jay Warren (Printed Name)	Secretary Title
2) X _____	(Signature)	Keith Manbeck (Printed Name)	President Title
3) _____	(Signature)	(Printed Name)	Title
4) _____	(Signature)	(Printed Name)	Title

Witness my hand and official seal:

(SEAL) JACOB CRESWELL Notary Public, State of Texas Comm. Expires 07-21-2023 Notary ID 128681899

My commission expires: 7/21/23

Jacob Creswell
Signature of Notary Public

6.

True and Correct Name	Date of Birth	*DO NOT LIST PO BOXES* Residence Address Street, City, State & Zip	Residence Phone Number	No. of Years in Corp or LLC	% of Stock Held	Have you been convicted of a Felony Violation?	Have you been convicted of a violation relating to Alcoholic Liquor or Malt Beverages?
Whole Foods Market Southwest Investments Inc.	[redacted]			27	99%	YES ☐ NO ☒	YES ☐ NO ☒
Whole Foods Market Rocky Mountain/Southwest I Inc.				27	1%	YES ☐ NO ☒	YES ☐ NO ☒
Keith Manbeck, President				3	0%	YES ☐ NO ☒	YES ☐ NO ☒
Jay Warren, Secretary				2	0%	YES ☐ NO ☒	YES ☐ NO ☒
Patricia Yost, Asst. Secretary				16	0%	YES ☐ NO ☒	YES ☐ NO ☒

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: Keith (First Name) Martin (Full Middle Name) Manbeck (Last Name)

Date of Birth: [redacted] Driver License: [redacted] (State / Number)

X [signature] Applicant Signature

State of Texas)
)ss
County of Travis)

Subscribed and sworn to before me this 10th day of December, 2021.

(SEAL)

ROBERT DAVID COVINGTON
Notary ID #126858694
My Commission Expires
April 3, 2025

[signature] Notary Public or officer authorized to administer oaths

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: Jay (First Name) Paul (Full Middle Name) Warren (Last Name)

Date of Birth: [redacted] Driver License: [redacted] (State / Number)

X [redacted]
Applicant Signature

[redacted] of Texas)
)ss
County of Travis)

Subscribed and sworn to before me this 15th day of December, 2021.

(SEAL)

JACOB CRESWELL
Notary Public, State of Texas
Comm. Expires 07-21-2023
Notary ID 128681899

Jacob Creswell
Notary Public or officer authorized to administer oaths

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION
Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information


Please note that this form CANNOT be submitted in place of your Annual Report.

Name	Whole Foods Market Rocky Mountain/Southwest, L.P.
Filing ID	2020-000967347
Type	Limited Partnership
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name	Whole Foods Market Rocky Mountain/Southwest, Limited Partnership	Standing - Tax	Good
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Texas	Filing Date	12/22/2020 3:31 PM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Principal Address

550 Bowie St
Austin, TX 78703-4677

Mailing Address

550 Bowie St
Austin, TX 78703-4677

Registered Agent Address

C T Corporation System
1908 Thomes Ave
Cheyenne, WY 82001

Parties

Type	Name / Organization / Address

Notes

Date	Recorded By	Note

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk Local License #: 228

License Fees

Annual Fee: $ 1914.00 Date filed with clerk: 1/3/2022

Prorated Fee: $ _____

Transfer Fee: $ _____

Advertising Dates: (2 Weeks) 2/2/22 & 2/9/22

Publishing Fee: $ 100.00 Hearing Date: 2/22/22

Publishing Fee Direct Billed to Applicant: ☐

License Term: 4 / 1 / 22 (Month / Day / Year) Through 3 / 31 / 23 (Month / Day / Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: WLBLLC

Trade/Business Name (dba): Trio

Building to be licensed/Building Address: 45 S. Glenwood (Number & Street)

Jackson (City) WY (State) 83001 (Zip) Teton (County)

Local Mailing Address: PO Box 4938 (Number & Street or P.O. Box)

Jackson (City) WY (State) 83001 (Zip)

Local Business Telephone Number: (307) 734-6038 Fax Number: (307) 734-1299

Business E-Mail Address: ~~trio@bistrotrio.com~~ will@localJH.com

FILING IN (CHOOSE ONLY ONE)

☒ CITY OF: Jackson

☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL ☐ CORPORATION
☐ PARTNERSHIP ☐ LTD PARTNERSHIP
☐ LP/LLP ☐ ORGANIZATION
☒ LLC ☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY (BAR)
☐ OFF-PREMISE ONLY (PACKAGE STORE)
☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☒ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY

☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☒ FULL TIME (e.g. Jan through Dec)	(specify months of operation)	from Jan to Dec
☐ SEASONAL/PART-TIME	DAYS OF WEEK (e.g. Mon through Sat)	from _____ to _____
☐ NON-OPERATIONAL/PARKED	HOURS OF OPERATION (e.g. 10a - 2a)	from _____ to _____

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)
   - (a) **OWN** the licensed building? ☐ YES (own)
   - (b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☒ YES (lease)
   - (c) **LEASE** is current and on file with the licensing authority & Liquor Division.

   If the lease is not current, please submit a copy pf the lease and indicate:

   (i) When the lease expires, located on page 1 paragraph 3 of lease.

   (ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page 3 paragraph 7 of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)
(Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $ 388,820.51 (29.73 %)
(Line 2) Food Sales: $ 929,426.09 (70.27 %)
(Line 3) Gross Sales: $ 1,318,247.60 (100 %)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☒ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesale malt beverage license with the Liquor Division)

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer**, **and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
William Bradoff	[redacted]	[redacted]	[redacted]	16	50	YES ☐ NO ☒	YES ☐ NO ☒
Jamie Bradoff	[redacted]	[redacted]	[redacted]		50	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) SS.
COUNTY OF Teton *)*

Signed and sworn to before me on this 15 day of December, 2021 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	[signature]	William Bradoff	Owner
2)			
3)			
4)			

ALICIA ALFARO - NOTARY PUBLIC
COUNTY OF TETON STATE OF WYOMING
My Commission Expires February 13, 2025

Witness my hand and official seal:

[signature]
Signature of Notary Public

(SEAL)

My commission expires: 2/13/25

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: William (First Name) Ryan (Full Middle Name) Brodt (Last Name)

Date of Birth: [redacted] Driver License: [redacted] (State / Number)

Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 15 day of December, 2021.

(SEAL)

ALICIA ALFARO - NOTARY PUBLIC
COUNTY OF TETON
STATE OF WYOMING
My Commission Expires February 13, 2025

Notary Public or officer authorized to administer oaths

Issued by:

WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES
2219 CAREY AVE
CHEYENNE, WY 82002

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 4594

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Issued to:

TRIO
PO BOX 4938
JACKSON, WY 83001

WLB LLC
WLB LLC
45 PO BOX 4938
JACKSON, WY 83001

EXPIRATION DATE: 9/7/2022

Director of Dept. of Ag

THIS LICENSE MUST BE CURRENT AND POSTED CONSPICUOUSLY AT THE PHYSICAL LOCATION

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION
Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information


Please note that this form CANNOT be submitted in place of your Annual Report.

Name	WLB, LLC
Filing ID	2005-000494300
Type	Limited Liability Company
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Wyoming	Filing Date	06/08/2005 12:00 AM
Term of Duration	Expires	Delayed Effective Date	
		Inactive Date	

Principal Address

595 Pine Dr
PO Box 4938
Jackson, WY 83001

Mailing Address

PO Box 4938
Jackson, WY 83001

Registered Agent Address

Will Bradof
595 Pine Dr
PO Box 4938
Jackson, WY 83001

Parties

Type	Name / Organization / Address
Member/Manager	Paul Harrison Wireman
Member/Manager	William Dylan Bradof

Notes

Date	Recorded By	Note

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: 289

License Fees

Annual Fee: $ 1514.00

Prorated Fee: $ _____

Transfer Fee: $ _____

Publishing Fee: $ 100.00

Publishing Fee Direct Billed to Applicant: ☐

Date filed with clerk: 1 / 3 / 2022

Advertising Dates: (2 Weeks) 2/2/22 & 2/9/22

Hearing Date: 2 / 22 / 22

License Term: 4 / 1 / 22 (Month / Day / Year) Through 3 / 31 / 23 (Month / Day / Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: Wyoming Inn Holdings LLC

Trade/Business Name (dba): Wyoming Inn of Jackson Hole

Building to be licensed/Building Address: 938 West Broadway (Number & Street)

Jackson (City) WY (State) 83001 (Zip) Teton (County)

Local Mailing Address: PO Box 8820 (Number & Street or P.O. Box)

Jackson (City) WY (State) 83001 (Zip)

Local Business Telephone Number: (307) 734-0035 Fax Number: (____) _____

Business E-Mail Address: brad@thewyominginn.com

FILING IN (CHOOSE ONLY ONE)

☒ CITY OF: JACKSON

☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☒ LLC
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY (BAR)
☐ OFF-PREMISE ONLY (PACKAGE STORE)
☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☒ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY

☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☒ FULL TIME (e.g. Jan through Dec)
☐ SEASONAL/PART-TIME
☐ NON-OPERATIONAL/PARKED

(specify months of operation) from JAN to DEC

DAYS OF WEEK (e.g. Mon through Sat) from MON to SUN

HOURS OF OPERATION (e.g. 10a - 2a) from 7AM to 10 AM, 5PM to 9PM

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)

(a) **OWN** the licensed building? ☒ YES (own)

(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☐ YES (lease)

(c) **LEASE** is current and on file with the licensing authority & Liquor Division.

If the lease is not current, please submit a copy pf the lease and indicate:

(i) When the lease expires, located on page_____paragraph_____of lease.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page_____ paragraph_____of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

$147,901.39

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)
(Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $~~[illegible]~~ (14.17 %)
(Line 2) Food Sales: $ 895710.32 (85.83 %)
(Line 3) Gross Sales: $1,043,611.71 (%)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☒ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesale malt beverage license with the Liquor Division)

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Harold A. Krause				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
Kara A.				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
[redacted]				YES ☐ NO ☐ 21.875	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is [illegible] and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer**, **and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Kammy A. Rydman	[redacted]	[redacted]	[redacted]	1	21.875	YES ☐ NO ☒	YES ☐ NO ☒
Kara A. Gonzalez				1	21.875	YES ☐ NO ☒	YES ☐ NO ☒
Kelly A. Krause				3	31.875	YES ☐ NO ☒	YES ☐ NO ☒
Kevin Krause Irrevocable Trust				1	21.875	YES ☐ NO ☒	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF ~~WYOMING~~ Colorado)
) SS.
COUNTY OF Jefferson)

Signed and sworn to before me on this 13th day of December, 2021 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	Kara A. Gonzalez	Kara A. Gonzalez	Owner
2)		Kelly A. Krause	Owner
3)	Kelly A. Krause for Kevin A Krause Irrevocable Trust	Kevin Krause Irrevocable Trust	Trustee
4)			

SIERRA BEAMAN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20194007312
MY COMMISSION EXPIRES 02/22/2023

(SEAL)

Witness my hand and official seal:

Signature of Notary Public

My commission expires: 02/22/2023

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: Kelly (First Name) Allen (Full Middle Name) Krause (Last Name)

Date of Birth: [redacted]

Driver License: [redacted] (State / Number)

Applicant Signature

State of Colorado)
)ss
County of Jefferson)

Subscribed and sworn to before me this 13th day of December, 2021.

(SEAL)

SIERRA BEAMAN
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20194007312
MY COMMISSION EXPIRES 02/22/2023

Notary Public or officer authorized to administer oaths

Issued by:

WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES
2219 CAREY AVE
CHEYENNE, WY 82002

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 8515

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Issued to:

WYOMING INN OF JACKSON HOLE
930 W BROADWAY
JACKSON, WY 83001

WYOMIGN INN HOLDINGS, LLC
KELLY KRAUSE
PO BOX 8820
JACKSON, WY 83002

EXPIRATION DATE: 5/2/2022

Director of Dept. of Ag

THIS LICENSE MUST BE CURRENT AND POSTED CONSPICUOUSLY AT THE PHYSICAL LOCATION

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION
Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information


Please note that this form CANNOT be submitted in place of your Annual Report.

Name	Wyoming Inn Holdings LLC
Filing ID	2018-000810096
Type	Limited Liability Company
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Colorado	Filing Date	06/28/2018 1:39 PM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Principal Address

1250 E Oxford Ln
Cherry Hills Village, CO 80113

Mailing Address

1250 E Oxford Ln
Cherry Hills Village, CO 80113

Registered Agent Address

National Registered Agents, Inc.
1908 Thomes Ave
Cheyenne, WY 82001

Parties

Type	Name / Organization / Address

Notes

Date	Recorded By	Note

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: 271

License Fees

Annual Fee: $ 1514.00

Prorated Fee: $ _____

Transfer Fee: $ _____

Publishing Fee: $ 100.00

Date filed with clerk: 01 / 11 / 2022

Advertising Dates: (2 Weeks) 2/2/22 & 2/9/22

Hearing Date: 2 / 22 / 22

Publishing Fee Direct Billed to Applicant: ☐

License Term: 4 / 1 / 22 (Month / Day / Year) Through 3 / 31 / 23 (Month / Day / Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: YOR Restaurant Group Corp

Trade/Business Name (dba): Gather

Building to be licensed/Building Address: 72 S Glenwood (Number & Street)

Jackson (City) WY (State) _____ (Zip) Teton (County)

Local Mailing Address: Po Box 4196 (Number & Street or P.O. Box)

Jackson (City) WY (State) 83001 (Zip)

Local Business Telephone Number: (307) 264-1820 Fax Number: (_____) _____

Business E-Mail Address: info@gatherjh.com

FILING IN (CHOOSE ONLY ONE)

☑ CITY OF: Jackson

☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☑ LLC
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY (BAR)
☐ OFF-PREMISE ONLY (PACKAGE STORE)
☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☑ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY

☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☑ FULL TIME (e.g. Jan through Dec) (specify months of operation) from Jan to Dec

☐ SEASONAL/PART-TIME DAYS OF WEEK (e.g. Mon through Sat) from Mon to Sun

☐ NON-OPERATIONAL/PARKED HOURS OF OPERATION (e.g. 10a - 2a) from 11am to 10pm

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)

(a) **OWN** the licensed building? ☐ YES (own)

(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☐ YES (lease)

(c) **LEASE** is current and on file with the licensing authority & Liquor Division.

If the lease is not current, please submit a copy pf the lease and indicate:

(i) When the lease expires, located on page_____paragraph_____of lease.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page_____ paragraph_____of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)

(Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $2,309,900 (73 %)
(Line 2) Food Sales: $834,465 (27 %)
(Line 3) Gross Sales: $3,135,492 (100 %)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☐ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesale malt beverage license with the Liquor Division)

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer**, **and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Graeme Sweet	[redacted]			7	100	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) SS.
COUNTY OF Teton)

Signed and sworn to before me on this 11th day of January, 2022 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)		Graeme Sweet	Owner
2)			
3)			
4)			

MARY A HURST
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 166083
MY COMMISSION EXPIRES: 10/06/2027

(SEAL)

Witness my hand and official seal: Mary A Hurst

Signature of Notary Public

My commission expires: 10/06/2027

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: Graeme (First Name) Edward (Full Middle Name) Swain (Last Name)

Date of Birth: [redacted] Driver License: [redacted]

Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 11th day of January, 2022.

(SEAL)

MARY A HURST
NOTARY PUBLIC
STATE OF WYOMING
COMMISSION ID: 166083
MY COMMISSION EXPIRES: 10/06/2027

Mary A Hurst
Notary Public or officer authorized to administer oaths

Issued by:

WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES
2219 CAREY AVE
CHEYENNE, WY 82002

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 2491

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Issued to:

GATHER
72 S GLENWOOD
JACKSON, WY 83001

YOR RESTAURANT GROUP LLC
YOR RESTAURANT GROUP LLC
PO BOX 4196
JACKSON, WY 83001

EXPIRATION DATE:
1/12/2023

Director of Dept. of Ag

THIS LICENSE MUST BE CURRENT AND POSTED CONSPICUOUSLY AT THE PHYSICAL LOCATION

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION
Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information

Please note that this form CANNOT be submitted in place of your Annual Report.

Name	YOR Restaurant Group Corp.
Filing ID	2014-000675499
Type	Profit Corporation
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Wyoming	Filing Date	11/13/2014 8:17 AM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Share Information

Common Shares	100	Preferred Shares		Additional Stock	N
Par Value	0.0000	Par Value	0.0000		

Principal Address

PO Box 4196
Jackson, WY 83001

Mailing Address

PO Box 4196
Jackson, WY 83001

Registered Agent Address

Graeme Swain
135 N Gros Ventre St
Jackson, WY 83001

Parties

Type	Name / Organization / Address
Incorporator	Graeme Swaine

Notes

Date	Recorded By	Note

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: 505

License Fees

Annual Fee: $ 500.00

Prorated Fee: $ _____

Transfer Fee: $ _____

Publishing Fee: $ 100.00

Date filed with clerk: 1 / 3 / 2022

Advertising Dates: (2 Weeks) 2/2/22 & 2/9/22

Hearing Date: 2 / 22 / 22

Publishing Fee Direct Billed to Applicant: ☐

License Term: 4 (Month) / 1 (Day) / 22 (Year) Through 3 (Month) / 31 (Day) / 23 (Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: Get Loose LLC

Trade/Business Name (dba): Roadhouse Brewing Co Pub + Eatery

Building to be licensed/Building Address: 20 E Broadway (Number & Street)

Jackson (City) WY (State) 83001 (Zip) Teton (County)

Local Mailing Address: 1225 Gregory Ln. (Number & Street or P.O. Box)

Jackson (City) WY (State) 83001 (Zip)

Local Business Telephone Number: (307) 739-0700 Fax Number: (____)

Business E-Mail Address: jody@roadhousebrewery.com

FILING IN (CHOOSE ONLY ONE)

☒ CITY OF: JACKSON

☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☒ LLC
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY (BAR)
☐ OFF-PREMISE ONLY (PACKAGE STORE)
☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☒ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☒ FULL TIME (e.g. Jan through Dec)	(specify months of operation)	from JAN to DEC
☐ SEASONAL/PART-TIME	DAYS OF WEEK (e.g. Mon through Sat)	from SUN to SAT
☐ NON-OPERATIONAL/PARKED	HOURS OF OPERATION (e.g. 10a - 2a)	from 11A to 12A

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)

(a) **OWN** the licensed building? ☐ YES (own)

(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☒ YES (lease)

(c) **LEASE** is current and on file with the licensing authority & Liquor Division.

If the lease is not current, please submit a copy pf the lease and indicate:

(i) When the lease expires, located on page 1 paragraph 5 of lease.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page 1 paragraph 4 of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

(1st Amendment)

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)
(Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $_____(_____%)
(Line 2) Food Sales: $_____(_____%)
(Line 3) Gross Sales: $_____(_____%)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☐ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☒ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☒ NO
(Requires wholesale malt beverage license with the Liquor Division)

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer**, **and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip *DO NOT LIST PO BOXES*	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Roadhouse Brewery Grp	[redacted]			2	100%	YES ☐ NO ☒	YES ☐ NO ☒
Colby Cox				2		YES ☐ NO ☒	YES ☐ NO ☒
GAVIN FINE				2		YES ☐ NO ☒	YES ☐ NO ☒

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) SS.
COUNTY OF teton *)*

Signed and sworn to before me on this 15 day of November, 2021 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	[signature]	GAVIN FINE	owner
2)			
3)			
4)			

NATALIE B HAYES - NOTARY PUBLIC
COUNTY OF TETON STATE OF WYOMING
(SEAL) MY COMMISSION EXPIRES 3/23/25

Witness my hand and official seal:

Natali B. Hayes
Signature of Notary Public

My commission expires: 3/23/25

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: GAVIN (First Name) DAVID (Full Middle Name) FINE (Last Name)

Date of Birth: [redacted] Driver License: WY / _____ (State / Number)

_____
Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 15 day of November, 20 21.

(SEAL)

NATALIE B HAYES - NOTARY PUBLIC
COUNTY OF TETON STATE OF WYOMING
MY COMMISSION EXPIRES 3/23/25

Natalie B. Hayes
Notary Public or officer authorized to administer oaths

Rev 10/2020

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION
Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information


Please note that this form CANNOT be submitted in place of your Annual Report.

Name	Get Loose, LLC
Filing ID	2017-000755919
Type	Limited Liability Company
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Wyoming	Filing Date	05/31/2017 2:57 PM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Principal Address

1225 Gregory Lane
Jackson, WY 83001

Mailing Address

1225 Gregory Lane
Jackson, WY 83001

Registered Agent Address

JH Corporate Services, Inc.
60 E Simpson Ave
PO Box 2095
Jackson, WY 83001

Parties

Type	Name / Organization / Address
Organizer	Amberley Baker PO Box 4211, Jackson WY 83001

Notes

Date	Recorded By	Note

STAFF REPORT

Meeting Date:	February 22, 2022	**Meeting Title:**	Regular Meeting
Submitting Department:	Town Clerk	**Presenter:**	Lynsey Lenamond
Agenda Item:	Get Funky LLC dba Roadhouse Brewing Company Microbrewery Liquor License Annual Renewal	**Public Comment:**	Yes

Purpose & Policy Considerations.

The Town Council is the local licensing authority for the issuance, renewal, and transfer of all liquor licenses within the Town of Jackson and, when doing so, is required to consider the statutory factors found in Wyo. Stat. §12-4-104(b) as well as the standards found in Jackson Municipal Code §6.60.010.

It is a statutory requirement for the Mayor to OPEN A PUBLIC HEARING on the issuance of liquor licenses. In accordance with our notice, and per Wyoming Statute, protests will be heard against the issuance during this hearing. Additionally, staff presentation, public comment, and Council discussion will take place during this hearing. The procedure is as follows:

1. Mayor Levinson opens the public hearing.
2. Mayor Levinson asks for the staff presentation on the application.
3. Mayor Levinson calls for any and all public comment.
4. Council discusses the application.
5. Mayor Levinson calls for a motion on the application and the vote on the motion.
6. Mayor Levinson closes the public hearing.

Requested Action.

For Council to consider renewal of the Roadhouse Microbrewery Liquor License. For Council to also consider the current conditions of approval attached to the license, specifically whether to leave some or all of the conditions in place, to amend some or all of the conditions, or to remove some or all of the conditions. The applicant is asking for multiple changes to the conditions. Staff is recommending an amendment to condition #8(c).

Recommendations.

Staff's recommendation, as approved by the Town Manager, is to approve this application to renew the liquor license WITHOUT the changes to the conditions as requested by the applicant, but WITH an amendment to condition #8(e).

Background.

On March 20, 2017 the Town Council approved the issuance of a Microbrewery Liquor License to Roadhouse Brewery Group LLC d/b/a Roadhouse Brewing Company. Wyo. Stat. Ann. §12-4-415(a) states that a local licensing authority *may* issue a microbrewery permit and *may* authorize on-premises consumption. The Town is not obligated to allow on-premises consumption. Wyo. Stat. Ann. §12-4-104(b) authorizes Council to impose reasonable restrictions on liquor licenses.

Council initially issued this liquor license in 2017, at which time the fact that the microbrewery is a light-industrial use and that a tasting room is akin to a bar/restaurant was explicitly taken into account. Staff noted that the former use is allowed in the Business Park (BP) District, where the brewery is located, and that the latter use is not. Staff also noted then, and reiterates now, that Comprehensive Plan Policy 6.2.d states that the Town needs to protect light industrial uses in the BP zone from competing non-light industrial uses, such as retail, restaurants, and bars, which require less space and can pay higher rents. Ultimately, Council's 2017 approval of the microbrewery liquor license included the following conditions:

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

2) Prior to license issuance, the applicant shall have obtained the required Federal Basic Permit from the Department of Treasury - Alcohol and Tobacco Tax and the Trade Bureau.

3) Prior to license issuance, the applicant shall provide a local telephone number for the premises.

4) Prior to license issuance, the applicant shall pass a dispensing-room inspection conducted by the Town Clerk or Wyoming Liquor Division.

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

6) All sales of other malt beverages for on-premises consumption must be obtained through a licensed wholesale malt beverage distributor.

7) The applicant shall request, and obtain Town Council approve prior to any service or consumption of alcohol on any outdoor deck or patio.

8) The brewery operation shall be allowed to have a 'tasting room' that is incidental to the principal brewery use. A 'tasting room' is an incidental use to the brewery provided it complies with the following provisions:

   a) The hours of operation for the tasting room shall be limited to, opening no earlier than 4:00 p.m. and closing no later than 10:00 p.m.

   b) Only free samples of food shall be served to customers for on-site consumption;

   c) A maximum of ten seats shall be provided and the 'tasting room' shall be limited to 10% of the total square footage.

   d) On-premises consumption shall be limited to 10% of yearly production.

   e) The 'tasting room' shall not generate any additional employees or car trips to the site than the principal brewery use.

The applicant is requesting revisions to, or complete removal of, conditions #8(a), #8(b), #8(c) and #8(e). The applicant's letter of request is attached to this staff report.

As noted, the applicant's microbrewery is located in the BP District. The Land Development Regulations do not recognize tasting rooms as an allowed use in the BP. Condition 8 was added to facilitate and enable the requested tasting room; i.e., without Condition 8, the tasting room would be prohibited entirely because it would be indistinguishable from a prohibited Restaurant/Bar use. The LDRs define a Restaurant/Bar as "[a] restaurant or bar is an establishment that serves food and/or beverages for seated consumption onsite." Thus, to clearly distinguish the requested "tasting room" use from a prohibited Restaurant/Bar, the Town accommodatingly added Condition 8 to limit the scale and nature of the tasting room to something clearly less intense than a Bar/Restaurant – "an incidental use." This is the reason staff stated during the March 2017, meeting that "the only way a tasting room or something to that nature can be approved in the Business Park zoning district is if it's incidental to the primary use which is light industry in the business park zoning district." At that meeting, the applicant said the facility's intended design was for "the space to allow for production, wholesale and retail operations," and that "this space is not a bar, a tavern, restaurant, or saloon." When Council discussed concerns over parking, the applicant stated that "people are coming to take a taste of beer and probably move on." Moreover, the applicant described the tasting room as a "small component" of the use at the site and described the conditions as "reasonable" and specifically designed (with the applicant's representative) to ensure the use is incidental.

However, since approval of the liquor license, the applicant has held multiple events at their tasting room, sometimes with over 50 people, which were outside the intended small-scale use of the tasting room and in violation of Condition 8. In the beginning, multiple meetings with the Police Chief and other staff were necessary to address repeated neighbor complaints of large events that were significantly and adversely impacting surrounding properties. The Town has not received a complaint in the past year.

The applicant now makes it clear that they intend to hold more events and increase the intensity of use at their tasting room. This raises serious concerns about compliance with the conditions of their liquor license. The intention to hold larger and more frequent planned events is the impetus behind the applicant's request to have Council amend and/or remove their current conditions.

While staff supports renewal of this liquor license, it does so with the caveats that:

A. Subsection (e) of Condition #8 be amended for clarification to make the condition objective, clear-cut, and enforceable. Specifically, staff recommends that the condition now read: "The maximum occupancy inside the 'tasting room' shall, at all times, be no more than 15 persons."
B. All other conditions in #8 remain in place and not be loosened in any way.

Analysis.
Grounds for Nonrenewal. As listed below, Wyoming Statutes and Jackson Municipal Code provide the Town Council with grounds for denying renewal of a liquor license:

I. Wyo. Stat. §12-4-104(b) provides findings for nonrenewal.

(b) … A license or permit shall not be issued, renewed, or transferred if the licensing authority finds from evidence presented at the hearing:
(i) The welfare of the people residing in the vicinity of the proposed license or permit premises shall be adversely and seriously affected;
(ii) The purpose of this title shall not be carried out by the issuance, renewal or transfer of the license or permit;
(iii) The number, type and location of existing licenses or permits meet the needs of the vicinity under consideration;
(iv) The desires of the residents of the county, city or town will not be met or satisfied by the issuance, renewal or transfer of the license or permit; or
(v) Any other reasonable restrictions or standards which may be imposed by the licensing authority shall not be carried out by the issuance, renewal, or transfer of the license or permit.

II. Jackson Municipal Code 6.60.010 provides grounds for nonrenewal:

A. A license or permit shall not be renewed or transferred if such renewal or transfer violates Wyo. Stat. Ann. title 12 or the Jackson Municipal Code.
B. The following, whether one (1) or more, may constitute a basis for nonrenewal of a license or permit:
1. Failure of the Licensee to comply with any provision of state liquor law or this Title;
2. Failure of the Licensee to comply with building occupancy limits after being advised of excess occupancy by a law enforcement or any code compliance officer;
3. A pattern of failing to report incidents of illegal acts upon the Licensee's premises which results in injury to persons or property and which the Licensee knew, or should have known about. A "pattern" for purposes of this section is defined as three (3) or more incidents in any twelve (12) month period;
4. Failure of the Licensee to comply with Section 6.40.055 Alcohol Server Staff Training Required;
5. Failure of initial, consecutive, and/or cumulative compliance checks conducted pursuant to Wyo. Stat. Ann. title 12-6-103.
6. Failure to comply with the Plan of Operations set forth in the license application, or as amended.

Possible Alternatives.

1. Approve renewal with current conditions remaining in place.
2. Approve renewal with amended/revised conditions.
3. Deny renewal.
4. Continue the item to the March 7, 2022 regular meeting.

Comprehensive Plan & Priority Alignment.

This application was processed according to Title 12 of the Wyoming Statutes, Title 6 of Jackson Municipal Code, and as related to the Comprehensive Plan Policy 8.1.a. the delivery of quality levels of service to the community. The decisions related to renewal or non-renewal have a direct correlation to the health, safety, and welfare of the community as discussed in Section 8. The findings the Council needs to make to renew licenses include impacts to neighborhoods and meeting the needs of those in the vicinity of each license. In Section 4 of the Comprehensive Plan relating to Town as the Heart of the Region and Complete Neighborhoods it discusses mixed uses, economic centers, and retail areas and the Council's decisions on new licenses, transfers and renewals have an impact in these areas.

Fiscal Impact.

Renewal of this liquor license will generate approximately $500 in renewal fees paid to the Town of Jackson.

Staff Impact.

Staff hours are estimated at 15 hours in Administration, 8 hours in Legal, and 3 hours in Planning/Building.

Attachments or Links.

Renewal Application
Letter from Owners Requesting Amended Conditions

Suggested Motion.

Having considered statutory factors in Wyo. Stat. §12-4-104(b) and Jackson Municipal Code §6.60.010 for the renewal of this license, I move to approve the liquor license renewal application for Get Funky LLC d/b/a Roadhouse Brewing Company for the 2022-2023 liquor license year with the following conditions:

1. The liquor license is renewed upon the same conditions and restrictions with the exception of amending Condition 8(e) to now read: "The maximum occupancy inside the 'tasting room' shall, at all times, be no more than 15 persons."; and
2. Any additional minor corrections made by staff and the Wyoming Liquor Division.

Get Funky LLC, DBA
Roadhouse Brewing Company
1225 Gregory Lane
Jackson, WY 83001

January 18th, 2022

Members of Town Council,

At Roadhouse, our tasting room is a critical marketing component for our brand. The Town Council's restrictions on our tasting room cause financial and social hardships that compound a host of difficulties in a COVID era. We implore you to revisit and reconsider these restrictions. In advance of our February 22, 2022, hearing, please find our reasoning for the request to reduce the restrictions at our tasting room operation, located at 1225 Gregory Lane in Jackson, WY 83001.

Of the 8,764 craft breweries in the United States, 5,546 are not brewpubs and 3,471 of those locations have tasting rooms of some kind attached to their operations (National Brewers Association). In the State of Wyoming there are currently 42 active breweries, of which 28 are not brewpubs, 26 of which have tasting rooms of some kind attached to their production facilities (Wyoming Brewers Guild). This data suggests tasting rooms are common, if not extremely necessary, accessories to production brewery use. Our tasting rooms have the power to create a community culture, provide brand education and offer a financial distribution more than 2x wholesale per case.

Restriction #1: The hours of operation for the tasting room shall be limited to opening no earlier than 4pm and closing no later than 10pm.

This restriction does not interfere with our weekday operation. However, we request an adjustment in the language to **"the hours of operation for the tasting room shall be limited to opening no earlier than 11am and closing no later than 10pm"** to enable weekend hours more in keeping with consumer brewery tour and tasting expectations on Saturdays and Sundays. By observation, peak traffic counts on Gregory Lane are between the hours of 8 AM and 6 PM Monday through Friday, and thus allowing more flexibility in the hours of operation on weekends would not create traffic capacity issues. Most notably, in peak summer and winter, afternoon hours would more closely align with consumer behavior.

Restriction # 2: Only free samples of food served to customer for on-site consumption.

It is generally accepted that food has a positive relationship to alcoholic beverages. We believe the original intention of this restriction was to eliminate the possibility of a brewpub / restaurant at our Gregory Lane tasting room and production facility location, and not to

eliminate the opportunity for revenue from sales to customers. We request revision to this restriction to state "**Tasting rooms may neither have onsite kitchens nor prepare their own foods**". This revision would allow us to sell prepackaged items, like individual bag of chips, to offer something for our post-work patrons to snack on, helping to slow the speed of alcohol consumption and slow the consumption of alcohol, but would continue to prevent any "restaurant-like" operations.

Restriction # 3: Tasting room may have a maximum of 10 seats and be 10% of total square footage of the building.

Currently we have a fire department issued maximum occupancy of 79 people, but our Town of Jackson maximum seating issued number is only 10. Providing seating for consumers is an important obligation of a tasting room, or any hospitality business. Likewise, during a time when a global pandemic is still occurring, seating is a necessary tool in order to space our patrons out and provide designated and distanced areas for each group of customers. **We kindly request the complete removal of the ten-seat limitation.** We believe this is in the best path not only for our operation but also as a means to establish precedence for future tasting rooms that make come to exist in Jackson, and to the best of our finding, is how tasting rooms for local wineries and distilleries are allocated seating. As it relates to parking, the spaces used by patrons overlap with the spaces used by production employees, as the hours of operation for each activity are opposite one another**.** We are in agreement with the restriction for 10% of square footage of the building and believe this restriction accurately represents what a tasting room should be.

Restriction #4 – Consumption limited to 10% of yearly production.

We are in agreement with this restriction and believe it accurately represents what a tasting room should be.

Restriction #5: The tasting room shall not generate any additional employee or car trips to the site other than the principal brewery use.

This restriction is both impossible to comply with and completely anti-business. It is not possible for us to have a tasting room without providing staff to work the operation, and it is not possible for patrons to come to our operation for a tour, tasting, or pint without creating a footprint to our location. **We kindly request the complete removal of this restriction.** We believe this restriction was developed to control traffic on Gregory Lane. By operating in the evenings and on weekends our taproom is in operation the least trafficked hours. We must be allowed to staff our tasting room and to bring consumers to it in order to have any operation at all.

We have had years of operation of our tasting room successfully. These requests are based on the standards and practices for tasting rooms throughout the state and are in alignment with state statutes regulating micro brewery operations.

In the event that our neighbor across the street opposes these changes to our liquor license, as he has in the past, we would like to offer an explanation of that relationship. We have repeatedly attempted to reach out to Mr. Brown with no success over the years. We have tried in good faith to be a friendly and amenable neighbor and have met with nothing but animus. Our brewery operations have been in compliance with applicable zoning and our liquor license requirements for years. Reports of trucks using his property for access to our property have been true at times. However, on nearly a weekly and regular basis, we allow trucks pulling into Mr. Brown's property to use our parking lot to access the appropriate 90 degree turn needed to deliver their goods. We have extensive photo evidence of this if needed. Regardless, these access issues on Gregory Lane have nothing to do with the quiet enjoyment of our tasting room by our loyal and friendly customers. We would ask that any opposition posed by Mr. Brown to changes to our tasting room conditions take these statements under consideration. We will continue to do our best to be a good neighbor to the Gregory Lane community.

If approved, the above request to alter the restrictions on our license will enable us to (1) build equality in the treatment of a tasting room across the Town of Jackson, The County of Teton and the State of Wyoming and (2) build our brand by showcasing our brewery through promotion of at-location tours and tastings and (3) allow our tasting room to serve its purpose as a community incubator that supports our local population.

Please let us know if you have any questions or would like further clarification on our operation or our stance on any of these points.

Thank you for your consideration.

Sincerely,

Colby Cox and Gavin Fine

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: 503

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Prorated Fee: $ _____

Transfer Fee: $ _____

Publishing Fee: $ 100.00

Date filed with clerk: 1 / 3 / 2022

Advertising Dates: (2 Weeks) 2/2/22 & 2/9/22

Hearing Date: 2 / 22 / 22

Publishing Fee Direct Billed to Applicant: ☐

License Term: 4 (Month) / 1 (Day) / 22 (Year) Through 3 (Month) / 31 (Day) / 23 (Year)

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Applicant: Get Funky LLC

Trade/Business Name (dba): Roadhouse Brewing Company

Building to be licensed/Building Address: 1225 Gregory Lane (Number & Street)

Jackson (City) WY (State) 83001 (Zip) Teton (County)

Local Mailing Address: 1225 Gregory Lane (Number & Street or P.O. Box)

Jackson (City) WY (State) 83001 (Zip)

Local Business Telephone Number: (307) 264-1900 Fax Number: ( )

Business E-Mail Address: jody@roadhousebrewery.com

FILING IN (CHOOSE ONLY ONE)

☒ CITY OF: JACKSON

☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☒ LLC
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY (BAR)
☐ OFF-PREMISE ONLY (PACKAGE STORE)
☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☐ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)

☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☒ MICROBREWERY
☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☒ FULL TIME (e.g. Jan through Dec) — (specify months of operation) from JAN to DEC

☐ SEASONAL/PART-TIME — DAYS OF WEEK (e.g. Mon through Sat) from SUN to SAT

☐ NON-OPERATIONAL/PARKED — HOURS OF OPERATION (e.g. 10a - 2a) from 4p to 10p

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)

(a) **OWN** the licensed building? ☐ YES (own)

(b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☒ YES (lease)

(c) **LEASE** is current and on file with the licensing authority & Liquor Division.

If the lease is not current, please submit a copy pf the lease and indicate:

(i) When the lease expires, located on page 1 paragraph 2 of lease.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page 12 paragraph 1 of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)
(Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $_____(_____%)
(Line 2) Food Sales: $_____(_____%)
(Line 3) Gross Sales: $_____(_____%)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☐ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☒ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☒ NO
(Requires wholesale malt beverage license with the Liquor Division)

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer**, **and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Roadhouse Brewery Group	[redacted]	[redacted]	[redacted]	3	100%	YES ☐ NO ☒	YES ☐ NO ☒
GAVIN Fine				3	0	YES ☐ NO ☒	YES ☐ NO ☒
Colby Cox				3	0	YES ☐ NO ☒	YES ☐ NO ☒

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) SS.
COUNTY OF Teton *)*

Signed and sworn to before me on this 11 day of November, 2021 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	[signature]	GAVIN Fine	CEO
2)			
3)			
4)			

NATALIE B HAYES - NOTARY PUBLIC
COUNTY OF TETON STATE OF WYOMING
(SEAL) MY COMMISSION EXPIRES 3/23/25

Witness my hand and official seal:

Natalie B Hayes
Signature of Notary Public

My commission expires: 3/23/2025

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: GAVIN (First Name) DAVID (Full Middle Name) FINE (Last Name)

Date of Birth: [redacted]

Applicant Signature

State of Wyoming)
)ss
County of Teton)

Subscribed and sworn to before me this 11 day of November, 2021.

(SEAL)

NATALIE B HAYES - NOTARY PUBLIC
COUNTY OF TETON STATE OF WYOMING
MY COMMISSION EXPIRES 3.23.25

Natalie B. Hayes
Notary Public or officer authorized to administer oaths

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION

Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information



Please note that this form CANNOT be submitted in place of your Annual Report.

Name	**Get Funky, LLC**
Filing ID	**2017-000755914**

Type	Limited Liability Company	Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type		Standing - Other	Good
Formed in	Wyoming	Filing Date	05/31/2017 2:51 PM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Principal Address

1225 Gregory Lane
Jackson, WY 83001

Mailing Address

1225 Gregory Lane
Jackson, WY 83001

Registered Agent Address

JH Corporate Services, Inc.
60 E Simpson Ave
PO Box 2095
Jackson, WY 83001

Parties

Type	Name / Organization / Address
Organizer	Amberley Baker PO Box 4211, Jackson, Wyoming 83001

Notes

Date	Recorded By	Note

STAFF REPORT

Meeting Date:	February 22, 2022	**Meeting Title:**	Regular Meeting
Submitting Department:	Town Clerk	**Presenter:**	Lynsey Lenamond
Agenda Item:	SRB Operations LLC dba Jackson Hole Pub & Brewery Snake River Brewing Restaurant Liquor License Annual Renewal	**Public Comment:**	Yes

Purpose & Policy Considerations.
The Town Council is the local licensing authority for the issuance, renewal, and transfer of all liquor licenses within the Town of Jackson and, when doing so, is required to consider the statutory factors found in Wyo. Stat. §12-4-104(b) as well as the standards found in Jackson Municipal Code §6.60.010.

It is a statutory requirement for the Mayor to OPEN A PUBLIC HEARING on the issuance of liquor licenses. In accordance with our notice, and per Wyoming Statute, protests will be heard against the issuance during this hearing. Additionally, staff presentation, public comment, and Council discussion will take place during this hearing. The procedure is as follows:

1. Mayor Levinson opens the public hearing.
2. Mayor Levinson asks for the staff presentation on the application.
3. Mayor Levinson calls for any and all public comment.
4. Council discusses the application.
5. Mayor Levinson calls for a motion on the application and the vote on the motion.
6. Mayor Levinson closes the public hearing.

Requested Action.
For Council to consider findings for 1) the annual renewal of the Snake River Brewery Restaurant Liquor License and 2) approval of remodeled dispensing areas.

Recommendations.
Staff recommends approval of this application and approval of dispensing areas.

Background.
Snake River Brewery recently completed a remodel which affected their dispensing areas and are requesting Council approval of the amended space. Their former dispensing area downstairs was 33 square feet, and the remodel increased the space to 59 square feet (see attached layout). The upstairs dispensing area was formerly 170 square feet, and the remodel increased its space to 197 square feet (see attached layout).

The applicant provided that these areas were increased in size due to the dispensing areas containing equipment such as an ice bin, fridge, sink, and drain boards, which limited the work and dispensing space for staff.

The request does not affect the number of seats at their eating counters. This request only concerns product storage and workspace.

While staff does recommend approval of this renewal and of the remodeled dispensing areas, it is noted that staff was not made aware of the changes to their dispensing areas until the remodel was complete. The local licensing authority approves dispensing areas, and licensees are required to preemptively get changes approved prior to their being implemented. The dates of the remodel and of the restaurant reopening were as follows:

Phase 1, construction on the downstairs portion - January 4, 2021- June 13, 2021. The downstairs portion of Snake River Brewery reopened June 14, 2021 and operated until Phase 2 began. Phase 2, construction on the upstairs portion - October 3, 2021- December 23, 2021. Snake River Brewery reopened December 24, 2021.

Analysis.

Dispensing Areas.

Wyo. Stat. §12-4-410(b) states:

(b) *Alcoholic liquor and malt beverages shall be dispensed and prepared for consumption in the licensed building in areas approved by the local licensing authority. No consumption of alcoholic or malt beverages shall be permitted within the dispensing areas nor shall any person other than employees over eighteen (18) years of age be permitted to enter the dispensing areas.*

Grounds for Nonrenewal. As listed below, Wyoming Statutes and Jackson Municipal Code provide the Town Council with grounds for denying renewal of a liquor license:

I. Wyo. Stat. §12-4-104(b) provides findings for nonrenewal.

(b) … A license or permit shall not be issued, renewed, or transferred if the licensing authority finds from evidence presented at the hearing:

(i) The welfare of the people residing in the vicinity of the proposed license or permit premises shall be adversely and seriously affected;

(ii) The purpose of this title shall not be carried out by the issuance, renewal or transfer of the license or permit;

(iii) The number, type and location of existing licenses or permits meet the needs of the vicinity under consideration;

(iv) The desires of the residents of the county, city or town will not be met or satisfied by the issuance, renewal or transfer of the license or permit; or

(v) Any other reasonable restrictions or standards which may be imposed by the licensing authority shall not be carried out by the issuance, renewal, or transfer of the license or permit.

II. Jackson Municipal Code 6.60.010 provides grounds for nonrenewal:

A. A license or permit shall not be renewed or transferred if such renewal or transfer violates Wyo. Stat. Ann. title 12 or the Jackson Municipal Code.

B. The following, whether one (1) or more, may constitute a basis for nonrenewal of a license or permit:

1. Failure of the Licensee to comply with any provision of state liquor law or this Title;

2. Failure of the Licensee to comply with building occupancy limits after being advised of excess occupancy by a law enforcement or any code compliance officer;

3. A pattern of failing to report incidents of illegal acts upon the Licensee's premises which results in injury to persons or property and which the Licensee knew, or should have known about. A "pattern" for purposes of this section is defined as three (3) or more incidents in any twelve (12) month period;

4. Failure of the Licensee to comply with Section 6.40.055 Alcohol Server Staff Training Required;

5. Failure of initial, consecutive, and/or cumulative compliance checks conducted pursuant to Wyo. Stat. Ann. title 12-6-103.

6. Failure to comply with the Plan of Operations set forth in the license application, or as amended.

Possible Alternatives.
1. Approve renewal with added dispensing space.
2. Approve renewal without added dispensing space.
3. Deny renewal.

Comprehensive Plan & Priority Alignment.
This application was processed according to Title 12 of the Wyoming Statutes, Title 6 of Jackson Municipal Code, and as related to the Comprehensive Plan Policy 8.1.a. the delivery of quality levels of service to the community. The decisions related to renewal or non-renewal have a direct correlation to the health, safety, and welfare of the community as discussed in Section 8. The findings the Council needs to make to renew licenses include impacts to neighborhoods and meeting the needs of those in the vicinity of each license. In Section 4 of the Comprehensive Plan relating to Town as the Heart of the Region and Complete Neighborhoods it discusses mixed uses, economic centers, and retail areas and the Council's decisions on new licenses, transfers and renewals have an impact in these areas.

Fiscal Impact.
Renewal of this liquor license will generate approximately $1500 in renewal fees paid to the Town of Jackson.

Staff Impact.
Staff hours are estimated at 5 hours in Administration, 1.5 hours in Legal, and 1 hour in Planning/Building.

Attachments or Links.
Renewal Application
Layout Exhibits
Emails with SRB Operations, LLC

Suggested Motion. *Council always has the option to adopt, approve with conditions, continue, or deny items*.

Having considered the statutory factors in Wyo. Stat. §12-4-104(b) and Jackson Municipal Code §6.60.010 for the renewal of this license, I move to approve the liquor license renewal application for SRB Operations LLC dba Jackson Hole Pub & Brewery Snake River Brewing for the 2022-2023 liquor license year, and to approve the remodeled dispensing areas as presented in the staff report, with the following conditions:
1. The liquor license is renewed upon the same conditions and restrictions as the initial license approval, as amended.
2. Any additional minor corrections made by staff and the Wyoming Liquor Division.

(2/21)

RENEWAL OF LIQUOR LICENSE OR PERMIT APPLICATION

FOR LIQUOR DIVISION USE ONLY		
Customer #:		
Trf from:		
Reviewer:	Initials	Date
Agent:		/ /
Chief:		/ /

To be completed by City/County Clerk

Local License #: 244

License Fees

Annual Fee: $ 1514.00

Prorated Fee: $ _____

Transfer Fee: $ _____

Publishing Fee: $ 100.00

Date filed with clerk: ___/___/___

Advertising Dates: (2 Weeks) 2/2/22 & 2/9/22

Hearing Date: 2/22/22

Publishing Fee Direct Billed to Applicant: ☐

License Term: 4 / 1 / 22 (Month / Day / Year) Through 3 / 31 / 23 (Month / Day / Year)

LICENSING AUTHORITY: Begin publishing promptly. As W.S. 12-4-104(d) specifies: **NO LICENSING AUTHORITY SHALL APPROVE OR DENY THE APPLICATION UNTIL THE LIQUOR DIVISION HAS CERTIFIED THE APPLICATION IS COMPLETE.**

Applicant: SRB Operations LLC

Trade/Business Name (dba): Jackson Hole Pub & Brewery Snake River Brewing

Building to be licensed/Building Address: 265 S. Millward (Number & Street)

Jackson (City) WY (State) 83001 (Zip) Teton (County)

Local Mailing Address: Po Box 3317 (Number & Street or P.O. Box)

Jackson (City) WY (State) 83001 (Zip)

Local Business Telephone Number: (307) 739-2337 Fax Number: (307) 739-2296

Business E-Mail Address: mitch@snakeriverbrewing.com

FILING IN (CHOOSE ONLY ONE)

☒ CITY OF: Jackson

☐ COUNTY OF: _____

FILING AS (CHOOSE ONLY ONE)

☐ INDIVIDUAL
☐ PARTNERSHIP
☐ LP/LLP
☒ LLC
☐ CORPORATION
☐ LTD PARTNERSHIP
☐ ORGANIZATION
☐ OTHER _____

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE

☐ ON-PREMISE ONLY (BAR)
☐ OFF-PREMISE ONLY (PACKAGE STORE)
☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)

☒ RESTAURANT LIQUOR LICENSE
☐ RESORT LIQUOR LICENSE
☐ BAR AND GRILL

LIMITED RETAIL (CLUB)
☐ VETERANS CLUB
☐ FRATERNAL CLUB
☐ GOLF CLUB
☐ SOCIAL CLUB

☐ MICROBREWERY

☐ WINERY
☐ DISTILLERY SATELLITE
☐ WINERY SATELLITE
☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT

SPECIAL DESIGNATIONS N/A

☐ CONVENTION FACILITY
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM
☐ GOLF CLUB
☐ GUEST RANCH
☐ RESORT

To Assist the Liquor Division with scheduling inspections: **OPERATIONAL STATUS**

☒ FULL TIME (e.g. Jan through Dec)	(specify months of operation)	from Jan. to Dec.
☐ SEASONAL/PART-TIME	DAYS OF WEEK (e.g. Mon through Sat)	from MON. to SUNDAY
☐ NON-OPERATIONAL/PARKED	HOURS OF OPERATION (e.g. 10a - 2a)	from 11am to midnight+

1. **BUILDING OWNERSHIP**: Does the applicant? W.S. 12-4-103(a)(iii)

(a) **OWN** the licensed building? ☒ YES (own)

N/A (b) **LEASE** the licensed building? (Lease must be through the term of the liquor license) ☐ YES (lease)

(c) **LEASE** is current and on file with the licensing authority & Liquor Division.

N/A If the lease is not current, please submit a copy pf the lease and indicate:

(i) When the lease expires, located on page_____paragraph_____of lease.

(ii) Where the **Sales** provision for alcoholic or malt beverages is located, on page_____ paragraph_____of lease. (MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

(2/21)

2. BAR AND GRILL LICENSE OR RESTAURANT LICENSE HOLDERS ONLY:

(a) Gross sales figures and percentages of income derived from: W.S.12-4-408(b)
(Line 1 + Line 2 must = Line 3)

(Line 1) Liquor Sales: $ 522,928 (30.8 %)
(Line 2) Food Sales: $ 1,174,355 (69.2 %)
(Line 3) Gross Sales: $ 1,697,283 (100.0 %)

(b) Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☒ YES ☐ NO

3. MICROBREWERY LICENSE HOLDERS ONLY:

N/A

(a) Did you produce over 50 barrels (1,550 gallons) but less than 50,000 barrels (1,550,000 gallons) during the previous license term? W.S.12-1-101(a)(xix) ☐ YES ☐ NO

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesale malt beverage license with the Liquor Division)

4. SOCIAL CLUB LICENSE HOLDERS ONLY:

N/A

(a) Have you files a detailed statement of your activities during the year with an itemized statement of amounts expended? ☐ YES ☐ NO

5. If applicant is filing as an Individual, Partnership or Club: W.S. 12-4-102(a)(ii) & (iii)

Each individual, partner or club officer must complete the box below.

N/A

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	Have you been a DOMICILED resident for at least 1 year and not claimed residence in any other state in the last year?	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐
				YES ☐ NO ☐	YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application.)

6. If the applicant is a Corporation, Limited Liability Company, Limited Liability Partnership or Limited Partnership: W.S. 12-4-102(a)(iv) & (v)

Each stockholder holding, either jointly or severally, ten percent (10%) or more of the outstanding and issued capital stock of the corporation, limited liability company, limited liability partnership, or limited partnership, **and every officer**, **and every director** must complete the box below.

True and Correct Name	Date of Birth	Residence Address No. & Street City, State & Zip ***DO NOT LIST PO BOXES***	Residence Phone Number	No. of Years in Corp or LLC	% of Corporate Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Theodore Steven Staryk	[redacted]	[redacted]	[redacted]	16	100	YES ☐ NO ☒	YES ☐ NO ☒
						YES ☐ NO ☐	YES ☐ NO ☐
						YES ☐ NO ☐	YES ☐ NO ☐

(If more information is required, list on a separate piece of paper and attach to this application)

OATH OR VERIFICATION

*(Requires signatures by **ALL** Individuals, **ALL** Partners, **ONE (1)** LLC Member, or **TWO (2)** Corporate Officers or Directors except that if all the stock of the corporation is owned by **ONE (1)** individual then that individual may sign and verify the application upon his oath, or **TWO (2)** Club Officers.) W.S. 12-4-102(b)*

Under penalty of perjury, and the possible revocation or cancellation of the license, I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) ***SS.***
COUNTY OF Teton)

Signed and sworn to before me on this 22 day of December, 2021 that the facts alleged in the foregoing instrument are true by the following:

	(Signature)	(Printed Name)	Title
1)	TL Staryk	Theodore Steven Staryk	owner / MANAGING Member
2)			
3)			
4)			

WILLIAM H HARROP V
Notary Public - Wyoming
Teton County
My Commission Expires Oct 18, 2022
(SEAL)

Witness my hand and official seal: WilliamH

Signature of Notary Public

My commission expires: 10/18/22

TOWN OF JACKSON
Office of Town Clerk
P.O. Box 1687 / 150 East Pearl Avenue
Jackson, Wyoming 83001
(307) 733-3932 ext 1113

Liquor License Application

AFFIDAVIT of AUTHORIZATION

The undersigned hereby states he/she is authorized to sign the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson, and authorizes the Town of Jackson, its agents, and employees to seek information as set forth in Municipal Code Section 6.20 and conduct investigations into the truth of the statements set forth in the application. The undersigned hereby agrees to comply fully with the rules and regulations of the Town of Jackson governing the liquor license/permit. The undersigned hereby attests that the facts and documents contained within the Liquor License or Permit Application packet are true and correct.

Individual, Partnership, and Club Applicants must list every individual, partner, and officer under Question #2 of the application.

Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

AFFIDAVIT of UNDERSTANDING

The undersigned hereby states that he/she understands that the submittal, review, approval, issuance, and/or received payment of the attached Liquor License and/or Permit Application form as issued by the Wyoming Liquor Division for use by the Town of Jackson does not imply that any other reviews, authorizations, permits, and approvals have been made by any Town/County departments or elected bodies. Additional review, authorization, permit, and approval may be required at any time from additional Town/County departments, which may include the time period after approval but before issuance of the Liquor License / Permit. It is the duty of the applicant to seek all required reviews, authorizations, permits, and approvals from Town or County departments.

PLEASE PRINT:

Legal Name: Theodore (First Name) Steven (Full Middle Name) Staryk (Last Name)

Date of Birth: [redacted] Driver License State / Number: [redacted]

Applicant Signature

State of WY)
)ss
County of Teton)

Subscribed and sworn to before me this 2nd day of December, 2021.

(SEAL)

WILLIAM H HARROP V
Notary Public - Wyoming
Teton County
My Commission Expires Oct 18, 2022

Notary Public or officer authorized to administer oaths

Issued by:

WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES
2219 CAREY AVE
CHEYENNE, WY 82002

EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES

Retail Food

ACCOUNT # 4835

Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Issued to:

SNAKE RIVER BREWING
265 S MILLWARD ST
JACKSON, WY 83001

SRB OPERATIONS, LLC
SRB OPERATIONS, LLC
PO BOX 3317
JACKSON, WY 83001-3317

EXPIRATION DATE:
12/20/2022

Director of Dept. of Ag

THIS LICENSE MUST BE CURRENT AND POSTED CONSPICUOUSLY AT THE PHYSICAL LOCATION

STATE OF WYOMING * SECRETARY OF STATE
EDWARD A. BUCHANAN
BUSINESS DIVISION

Herschler Bldg East, Ste.100 & 101, Cheyenne, WY 82002-0020
Phone 307-777-7311
Website: https://sos.wyo.gov · Email: business@wyo.gov

Filing Information



Please note that this form CANNOT be submitted in place of your Annual Report.

Name	**SRB Operations, LLC**
Filing ID	**2006-000523639**
Type	Limited Liability Company
Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
Sub Type	Flexible Limited Liability Company	Standing - Other	Good
Formed in	Wyoming	Filing Date	10/16/2006 12:00 AM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Principal Address

265 S Millward St
PO Box 3317
Jackson, WY 83001

Mailing Address

265 S Millward St
PO Box 3317
Jackson, WY 83001

Registered Agent Address

SRB Acquisition, L.L.C.
265 S Millward St
PO Box 3317
Jackson, WY 83001

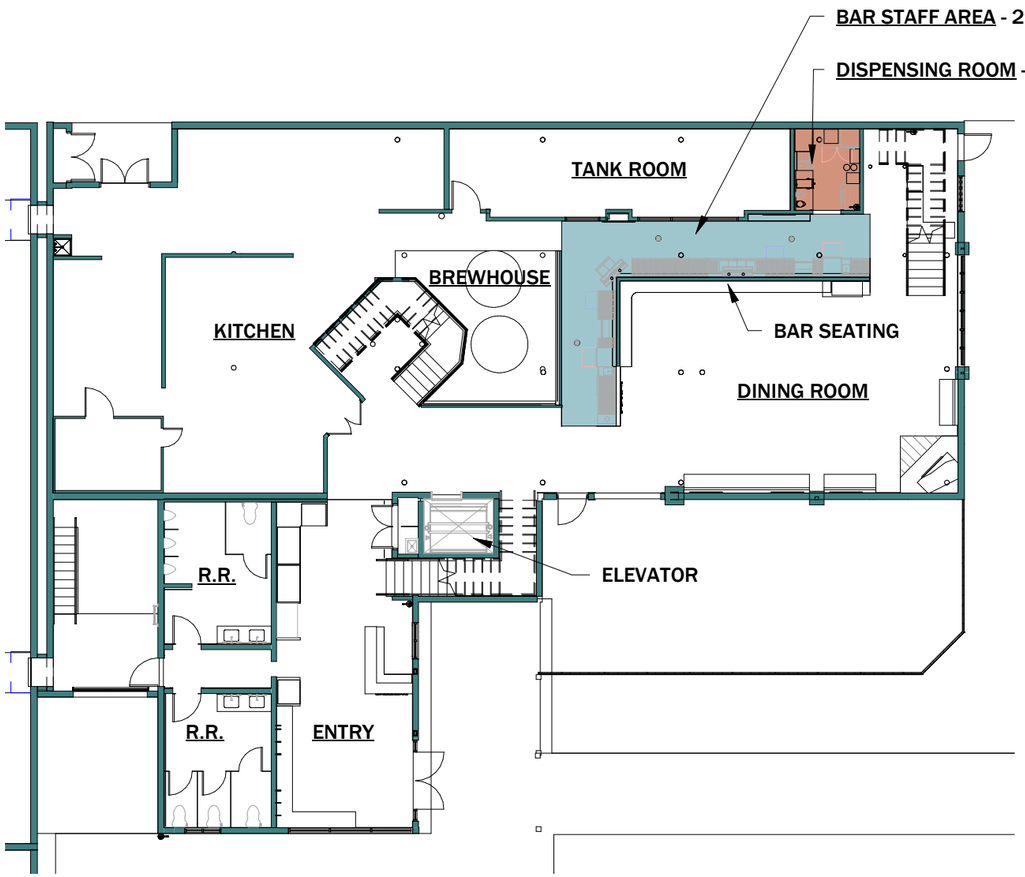
Parties

Type	Name / Organization / Address
Manager	C Note Management Company, LLC

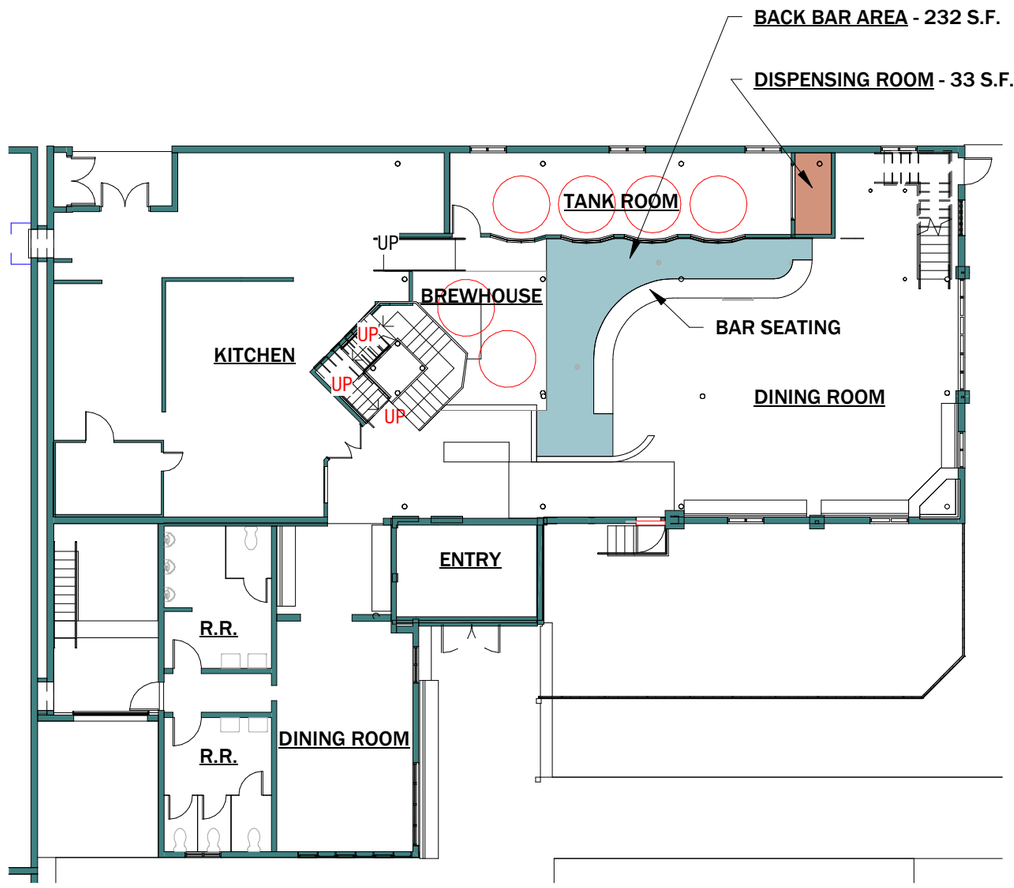
Notes

Date	Recorded By	Note

PRELIMINARY



2 FIRST FLOOR - CURRENT
1/16" = 1'-0"



1 FIRST FLOOR - PRE REMODEL
1/16" = 1'-0"

Architec
GYDE Architects
P.O. Box 4735
Jackson, Wyoming 83001

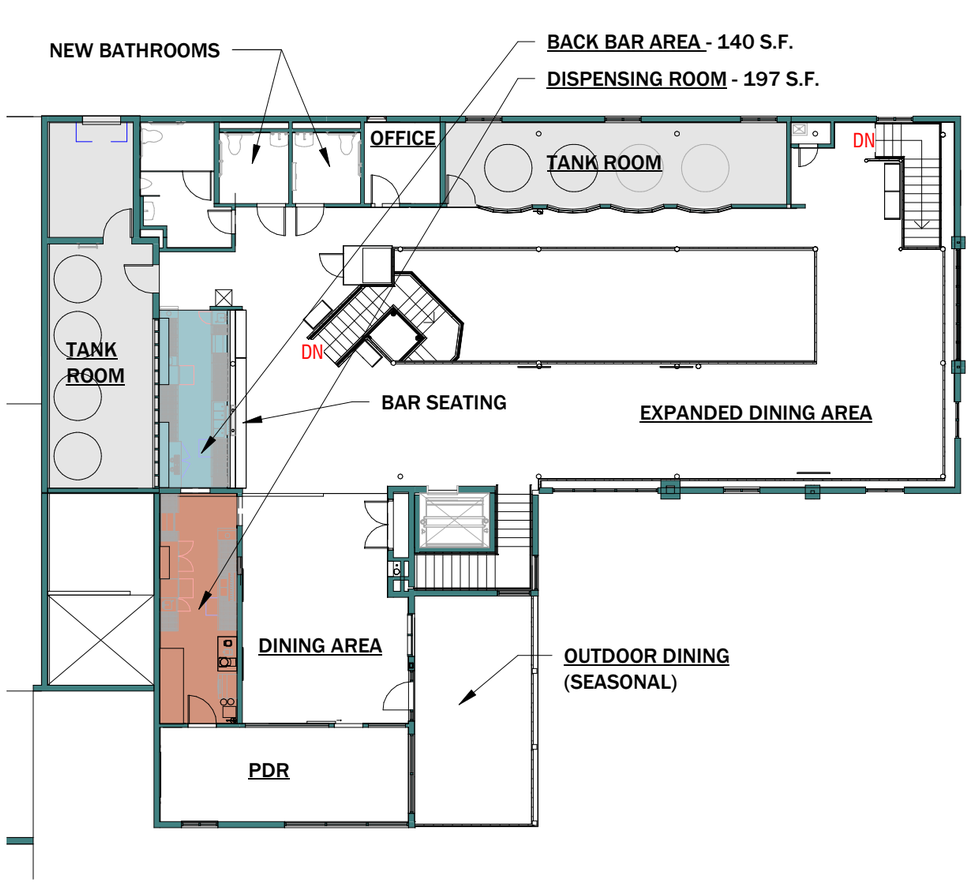
Drawing Title
BAR EXHIBIT - FIRST FLOOR

Date
02/09/22

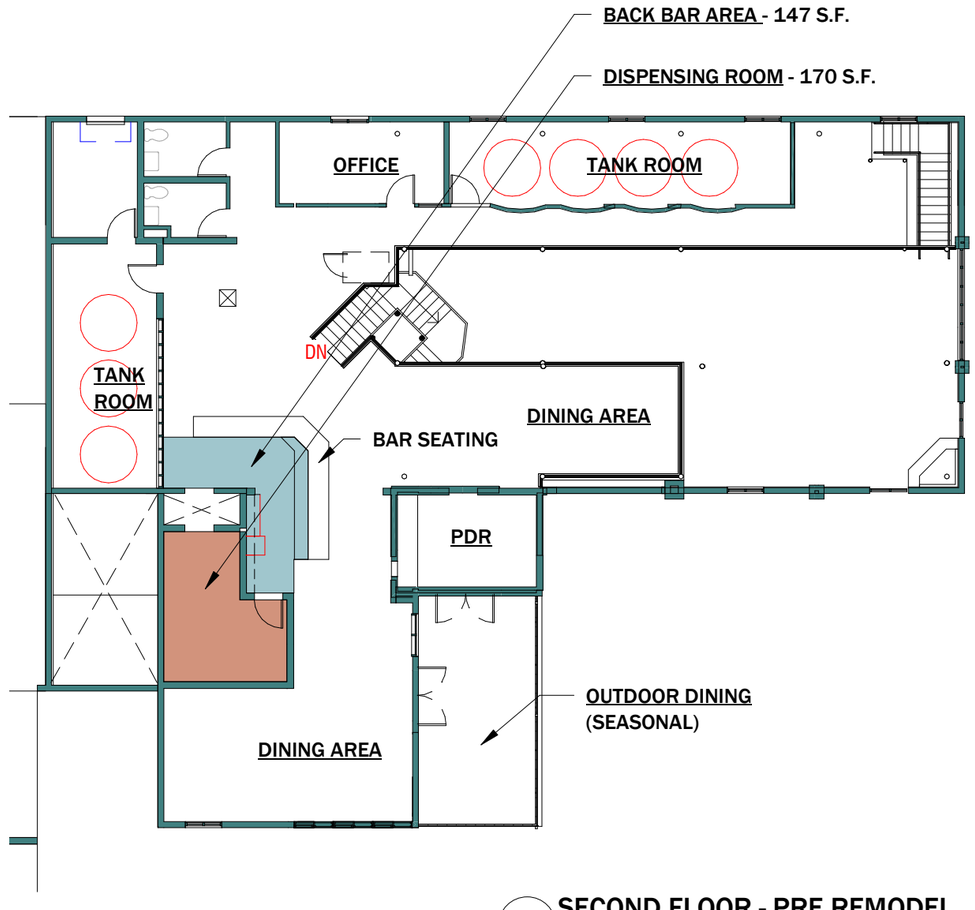
Project
Snake River Brewery Remodel
265 S. Millward St.
Jackson, WY 83001

A1

PRELIMINARY



2 SECOND FLOOR - CURRENT
1/16" = 1'-0"



1 SECOND FLOOR - PRE REMODEL
1/16" = 1'-0"

Architec
GYDE Architects
P.O. Box 4735
Jackson, Wyoming 83001

Drawing Title
BAR EXHIBIT - SECOND FLOOR

Date
02/09/22

Project
Snake River Brewery Remodel
265 S. Millward St.
Jackson, WY 83001

A2

From: Lisa Pelletier
To: Lynsey Lenamond
Subject: Dispensing room
Date: Thursday, January 13, 2022 3:13:12 PM

Hi Lynsey,

Thank you for your help and the information today. Our liquor licenses are up for renewal and I was hoping that you could present the Town Council with an amendment. With the high levels of business, we have outgrown our dispensing rooms and we are hoping to expand the scope. If possible, we would like to use the area behind the eating counters to pour liquor and wine. The downstairs space would be just south of our current room and the upstairs is north of the pour room. This would truly help. Please let me know if you have any questions or need any additional information. Thank you again!!!

Best,
Lisa

Lynsey Lenamond

From: Lisa Pelletier <lisa@snakeriverbrewing.com>
Sent: Monday, February 7, 2022 1:50 PM
To: Lynsey Lenamond
Subject: Re: Additional Questions

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Lynsey,

- I'm not in town today, but I know the downstairs room is only 8 x 8.

- The shape of the upstairs would just be extending the rectangular shape. The downstairs would have to turn a corner (Almost like a Z or a L) because as soon as you walk out of the room you only have a couple steps to the bar. We are not changing the space, only trying to use the existing space we have right outside the rooms.

- No more bar seating than what we have now. Product storage will be increasing AND work area. Example in our 8x8 room we have equipment (ice bin, fridge, sink, drain boards, etc.) that are 2-3 feet deep along the walls so that doesn't give us a whole lot of space for more than one person to get what they need.

Please let me know if you have any other questions. Thank you for your help.

Best,
Lisa

On Mon, Feb 7, 2022 at 12:50 PM Lynsey Lenamond <lynseylenamond@jacksonwy.gov> wrote:

> Hi Lisa. Below I'm pasting some follow up questions that the Town Attorney has. Could you respond to them when you have a moment?
>
> Thank you,
>
> - What are the dimensions now?
> - What will the final shape be? Same? A square? A semi-circle? Are they just making the space wider?
> - Will there be more bar seating? Is it only product storage that is increasing?
>
> **Lynsey Lenamond**

Deputy Town Clerk

Town of Jackson

307-733-3932 x1113

lynseylenamond@jacksonwy.gov
www.jacksonwy.gov

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STAFF REPORT

Meeting Date:	February 22, 2022	**Meeting Title:**	Regular Town Council
Submitting Department:	Community Development	**Presenter:**	Paul Anthony
Agenda Item:	**SUBJECT: ITEM P21-320:** Request for a Land Development Regulation (LDR) Text Amendment to change the minimum lot size in Rural District from 12,000 sf to 35 acres in Sec. 3.3.1.D.	**Public Comment:**	Yes

Purpose & Policy Considerations.
All Text Amendments to the Town of Jackson Land Development Regulations (LDRs) require review and approval by the Town Council according to LDR Section 8.7.1.

Requested Action.
As directed by the Community Planning Director, the Town of Jackson Planning Department has drafted an LDR Text Amendment to:

1. Amend LDR Section 3.3.1.D to increase the minimum lot size in the Rural Residential District from 12,000 square feet to 35 acres.

The proposed amendment is shown in redline below:

D. Development Options and Subdivision

Standards applicable to development options and subdivision in the R-ToJ zone are provided or referenced below. Where a cross reference is provided, please see the referenced division or section for additional standards applicable in the R-ToJ zone. This Subsection is intended to indicate all of the development option and subdivision standards applicable in the R-ToJ zone, however, all standards in Article 7. are applicable in the R-ToJ zone, unless stated otherwise.

1. Allowed Subdivision and Development Options

Option	Lot Size (min)	Standards
Allowed Subdivision Options		
Land Division	~~12,000 sf~~ 35 acres	(Sec. 7.2.3.)

Recommendation.
The Community Development Director recommends **approval** of LDR Text Amendment (P21-320).

Background.
Planning staff has recently become aware of a mistake in the Rural Residential-Town District (R District). In 2015, as part of the comprehensive reorganization of the LDRs, the R District minimum lot size was changed to 12,000 sf (i.e., approximately a quarter-acre lot) from the previous size which was unstated in the LDRs. The current R District minimum lot size is significantly smaller than in both the Neighborhood Low Density - 1 (NL-1) and Neighborhood Low Density - 2 (NL-2) Districts that are intended for higher density development but which have larger minimum lot sizes of 43,560 sf (1 acre) and 21,780 sf (half acre), respectively. Thus, in order to make the R District the Town's least dense zone as logically intended, the minimum lot size should be increased significantly.

To further support that the minimum lot size should be increased beyond 12,000 square feet, the intent of the R District in the LDRs is provided below:

> 3.3.1. Rural Residential-Town (R-ToJ) (7/18/18, Ord. 1198)
>
> A. Intent
>
> The purpose of the Rural Residential-Town (R-ToJ) Zone classification is to preserve the existing character in rural areas of the Town, typified by expansive open areas, natural features and resources, and agricultural lands.

As demonstrated by the intent statement, the current 12,000 sf minimum lot size in the R District is inconsistent with the goal of preserving rural areas, expansive open spaces, and natural resources. Interestingly, as mentioned above, the previous 2014 version of the Town LDRs did not have a minimum lot size for the R District but presumably it would have been interpreted to be 35 acres given that 35 acres was the only minimum lot size available in the County's Rural zone which was the zoning that all our Town R District properties had before they were annexed into the Town. The only caveat to the minimum lot size of 35 acres in the County rural zone was that an option for additional density was permitted if the density was clustered on a small portion of property and a conservation easement was provided on the remainder of the property.

Relevant to staff's proposed amendment for the R District, the County amended its LDRs recently in 2018 to split its previous single R District into three rural districts (R-1, R-2, R-3), each with different uses and development potentials. All three of these County rural zones are adjacent to the Town R District properties, which are all located on the periphery of the Town. In analyzing the three County rural zones, the R-3 District is the County zone that best approximates the intent and purpose of the Town R District because it is intended for smaller rural properties that typically have only a single detached residential home and accessory buildings. The R-1 and R-2 zones are intended instead for large ranches, ranchettes, and estate-type properties that do not exist in the Town.

For reference, below is an excerpt from the County's R-3 district that shows that the minimum lot size is 35 acres.

Teton County LDRs Section 3.2.4.D (Rural-3 District)

D. Development Options and Subdivision

Standards applicable to development options and subdivision are provided in this subsection. Where a cross-reference is listed see the referenced division or section for additional standards. All standards in Article 7 are applicable unless stated otherwise.

1. Allowed Development and Subdivision Options

Option	Lot Size (min)	Rural Area (min)	Conserv. Area (min)	Develop. Area (max)	Density (max)	Additional Floor Area (max)	Strds.
Subdivision Options							
Land Division	35 ac	n/a	n/a	n/a	n/a	n/a	(7.2.3.)
Development Options				none			

As can also be seen from the above County LDR excerpt, there are no Development Options allowed in the County R-3 District that permit additional density beyond the 35-acre minimum, such as the Rural Planned Residential Development (Rural PRD) or Complete Neighborhood Planned Residential Development (CN-PRD). Both of these density options are allowed in the R-1 and R-2 Districts. However, even if these two PRD options were available in the R-3, they still would not apply on any of the Town's R District properties because they are all too small to qualify for these PRD options which require at least 35 acres to qualify for the option (i.e., all of the Town R properties are smaller than 35 acres in size).

Proposed Text Amendment/Analysis

Staff's conclusion from the above discussion is that the Town's R District should use the County's R-3 District as its model for a new minimum lot size because the Town's rural properties all have characteristics similar to those in the R-3 zone. In fact, because most of the Town's R District properties are located on the steep slopes of Antelope Butte (aka Highschool Butte), East Gros Ventre Butte, and Snow King Mountain, the Town's R properties are often more constrained than many of County's R-3 properties, thus reinforcing that the 35-acre minimum lot size is appropriate. This large minimum lot size is further justified by the fact that the Town's R District properties are all located in either the Natural Resource Overlay (NRO) or Scenic Resource Area (SRO), or both, and so are considered a priority to protect against over-development. They are also all located within the draft Geohazard Overlay map that is currently under review by the Town and will be soon adopted into the LDRs to provide new standards, limits, and procedures for developing on steep and sometimes unstable slopes. Thus, again, staff finds that using the County R-3 zone is an appropriate template for the Town's R District in terms of minimum lot size because the Town's rural properties and the County's R-3 properties share a common history and intended character.

Planning Commission: The Planning Commission reviewed the proposed amendment on January 19, 2022. They recommended approval without any conditions or changes to staff's recommendation. The Commissioners agreed that the existing minimum lot size is a clear mistake in the LDRs and that the proposed 35-acre minimum lot size based on the County's R-3 District is an appropriate model for the change.

Comprehensive Plan & Priority Alignment.

The Comprehensive Plan's first Common Value is 'Ecosystem Management,' which highlights our community's commitment to ensuring that development is designed to minimize impacts on our natural resources and scenery. This goal includes limiting development on steep and sensitive slopes that are often located in the R District on the periphery of the Town. The Comprehensive Plan sums up our commitment to ecosystem management by stating, "The community's stewardship of our surrounding ecosystem has been and will continue to be our legacy to future generations."

Staff Factors

Pursuant to Section 8.7.1.C of the Town of Jackson Land Development Regulations, the advisability of amending the text of these LDRs is a matter committed to the legislative discretion of the Town Council and is not controlled by any one factor. In deciding to adopt or deny a proposed LDR text amendment the Town Council shall consider factors including, but not limited to, the extent to which the proposed amendment:

1. ***Is consistent with the purposes and organization of the LDRs;***

   Complies. One of the primary purposes of the LDRs is to implement the community's goals for protecting natural resources and avoiding or minimizing development on steep and/or unstable slopes. The proposed text amendment will accomplish this goal by fixing a clear mistake in the LDRs where the purpose of the existing R District is not being met and can only be met by increasing the existing 12,000 sf minimum lot size to 35 acres or to some similar large size.

2. ***Improves the consistency of the LDRs with other provisions of the LDRs;***

Complies. As stated above, increasing the minimum lot size of the R District will make the proposed R District more consistent with the hierarchy of residential zones where the R District is intended to be the least dense zone followed by the NL-1 and NL-2 Districts, which is not the case now.

3. ***Provides flexibility for landowners within standards that clearly define desired character;***

   Complies. Staff finds that the proposed text amendment provides adequate flexibility for landowners to reasonably develop their property according to an increased minimum lot size that better represents the existing and intended future character of the R District in the Town.

4. ***Is necessary to address changing conditions, public necessity, and/or state or federal legislation;***

   Complies. While the intended character of these R District properties has not changed, staff is proposing a text amendment to fix a clear error in the current LDRs related to the minimum lot size in the R District. As such, the proposed 35-acre minimum lot size better meets the purpose and intent of the R District.

5. ***Improves implementation of the Comprehensive Plan; and***

   Not Applicable per Wyoming State statute.

6. ***Is consistent with other adopted Town Ordinances.***

   Complies. The proposed amendment does not conflict with any other Town Ordinances.

FISCAL IMPACT:

None.

STAFF IMPACT:

Staff has spent approximately 10 hours to complete research on this topic and prepare this staff report.

ATTACHMENTS OR LINKS

Application packet
Departmental reviews

SUGGESTED MOTION

I move to **approve** proposed text amendment P21-320, based upon factors 1-6 in Section 8.7.1.C of the Land Development Regulations as presented in the February 22, 2022, staff report, and direct staff to draft an ordinance effectuating such change and present it at a future Council meeting.

STAFF REPORT

Meeting Date:	February 22, 2022	**Meeting Title:**	Regular Town Council
Submitting Department:	Community Development	**Presenter:**	Paul Anthony
Agenda Item:	**SUBJECT: ITEM P21-336:** Request for a Land Development Regulation (LDR) Text Amendment to limit the height of Attached Dwellings in the NM-2 District and NH-1 District to 26'-30' and 2 stories	**Public Comment:**	Yes

Purpose & Policy Considerations.
All Text Amendments to the Town of Jackson Land Development Regulations (LDRs) require review and approval by the Town Council according to LDR Section 8.7.1.

Requested Action.
As directed by the Community Planning Director, the Town of Jackson Planning Department has drafted an LDR Text Amendment to:

1. Amend LDR Section 2.2.8.B.3 to limit the height of Attached Dwellings and duplex in the Neighborhood Medium-Density – 2 (NM-2) District to 26' – 30' (depending on roof pitch) and to 2 stories.
2. Amend LDR Section 2.2.9.B.3 to limit the height of Attached Dwellings and duplex in the Neighborhood High-Density – 2 (NH-1) District to 26' – 30' (depending on roof pitch) and to 2 stories.

The proposed amendment is to add the following text to Sec. 2.2.8.B.3 and 2.2.9.B.3 shown below:

For Attached Dwelling or Duplex structures only (proposed new text below)

Primary Building Height	(Sec. 9.4.9.)	
Height (max): roof pitch ≤ 3/12	2 stories, not to exceed 26'	A
Height (max): roof pitch 4/12, 5/12	2 stories, not to exceed 28'	A
Height (max): roof pitch ≥ 6/12	2 stories, not to exceed 30'	A

For all buildings with 3 or more attached units (existing text below is not changed)

Primary Building Height	(Sec. 9.4.9.)	
Height (max): roof pitch ≤ 3/12	3 stories, not to exceed 35'	A
Height (max): roof pitch 4/12, 5/12	3 stories, not to exceed 37'	A
Height (max): roof pitch ≥ 6/12	3 stories, not to exceed 39'	A

Recommendation.
The Community Development Director recommends **approval** of LDR Text Amendment (P21-336).

Background.
Planning staff recently became aware of two similar errors in the NM-2 District and the NH-1 District of the LDRs: In both districts, the LDRs mistakenly state that Detached Dwellings (formerly known as Detached Single-Family Unit) and duplexes have a height limit of 35' – 39' (depending on roof pitch) and 3 stories. This mistake was made in 2018 when the NM-2 and NH-1 Districts were first created as new residential districts in the Town. The goal of the higher heights and 3 stories was to facilitate development of workforce housing in higher-density buildings, such as apartment or condo buildings with multiple units, not smaller single Detached Dwellings or duplexes. Instead, the intent in 2018 was for the height and story limits for single Detached Dwellings and duplexes to be the same as in all other residential zones (i.e., at

26' – 30' and two stories). Because this important distinction was neglected, this proposed amendment is necessary to fix this oversight.

Staff has fielded phone calls from property owners in the NM-2 District inquiring about the possibility of either expanding their current detached home or a building a new home to the 35' – 39' height limit. Staff has explained to them that the LDRs contain a mistake and that single detached homes (and those with ARUs or small apartments) are not intended to be this tall but that until the Town amends the LDRs they will have the option to use the current standards to build larger-than-intended homes. The large "art house" on the corner of Kelly Avenue and Vine Street is the only house in Town that has utilized the increased height limit, although that house is approximately 31' tall so it did not use the full allowable height of up to 39 feet. Building permits for other homes seeking the higher height may be submitted in the next few months prior to third reading to enact this amendment.

Proposed Text Amendment/Analysis

Staff's conclusion from the above discussion is that the proposed amendment is clearly needed to protect the residential character of the NM-2 and NH-1 Districts. As a practical matter the need for the amendment is greater in the NM-2 District because new Detached Dwellings are prohibited in the NH-1 District, meaning that the additional height can only apply to expansions of existing detached homes in the NH-1. While we have had only one house take advantage of the increased height thus far (as mentioned above), staff anticipates that more property owners will want to gain the additional height for their houses if the Town does not act quickly to approve this amendment. Staff recommends that duplex buildings — which are typically a single detached home with an ARU or small accessory apartment — also be subject to the lower height and story limit because these structures are similar in use and character to a single detached home.

Planning Commission: The Planning Commission reviewed the proposed amendment on January 19, 2022. They recommended approval (5-1) without any conditions or changes to staff's recommendation. Most commissioners agreed that the existing height limit for single detached dwellings and duplexes is a clear mistake and that the proposed amendment is necessary to maintain the intended residential character in the impacted neighborhoods. One Commissioner stated a concern that changing the height limit back now might negatively impact someone who has purchased their property since 2018 with the intent of using the higher height limits to construct a larger single detached home.

Comprehensive Plan & Priority Alignment.

The Comprehensive Plan speaks to maintaining the integrity of our residential neighborhoods. Thus, ensuring that single Detached Dwellings, and those that include ARUs, continue to be built at the same size and scale as they have since at least 1994 in all residential zones is an important priority. The proposed amendment brings a consistency of character to our residential neighborhoods that would be threatened if single detached homes could be much larger in the NM-2 and NH-1 Districts. For example, Subarea 3.2 Core Residential (i.e., Rodeo grounds to hospital area), which is designated as a Transitional area, is composed mostly of NM-2 and NH-1 zoning. Consequently, Subarea 3.2 is the area that is currently most at risk of development with oversized homes that are incompatible with the intended residential character of the existing neighborhoods if the proposed amendment is not adopted.

Staff Factors

Pursuant to Section 8.7.1.C of the Town of Jackson Land Development Regulations, the advisability of amending the text of these LDRs is a matter committed to the legislative discretion of the Town Council and is not controlled by

any one factor. In deciding to adopt or deny a proposed LDR text amendment the Town Council shall consider factors including, but not limited to, the extent to which the proposed amendment:

1. ***Is consistent with the purposes and organization of the LDRs;***

   Complies. One of the primary purposes of the LDRs is to implement the community's goals for protecting the character of residential neighborhoods, including those where single Detached Dwellings and duplexes are common. The proposed text amendment will accomplish this goal by correcting a clear mistake in the LDRs where the purpose of the existing NM-2 and NH-1 districts is not being met due to the threat from out-of-scale and too-tall single Detached Dwellings and duplexes. The proposed amendment will address this threat by requiring the same height and story limits on Detached Dwellings and duplexes that are required in all other residential zones in the Town.

2. ***Improves the consistency of the LDRs with other provisions of the LDRs;***

   Complies. As stated above, reducing the height and story limits of Detached Dwellings and duplexes in the NM-2 and NH-1 Districts will make these districts consistent with all other residential districts in the Town in which Detached dwellings are all limited to 2 stories and 26' – 30' in height.

3. ***Provides flexibility for landowners within standards that clearly define desired character;***

   Complies. Staff finds that the proposed text amendment provides adequate flexibility for landowners in the NM-2 and NH-1 Districts to reasonably develop or redevelop their property with Detached Dwellings and duplexes according to a height and story limit that is applied consistently throughout all residential zones.

4. ***Is necessary to address changing conditions, public necessity, and/or state or federal legislation;***

   Complies. In the process of adopting the new NM-2 and NH-1 Districts in 2018, the Town made an error regarding the height and story limits of Detached Dwellings and duplexes in the NM-2 and NH-1 Districts that this proposed amendment is intended to rectify.

5. ***Improves implementation of the Comprehensive Plan; and***

   Not Applicable per Wyoming State statute.

6. ***Is consistent with other adopted Town Ordinances.***

   Complies. The proposed amendment does not conflict with any other Town Ordinances.

FISCAL IMPACT:
None.

STAFF IMPACT:
Staff has spent approximately 7 hours to complete research on this topic and prepare this staff report.

ATTACHMENTS OR LINKS

Application packet
Departmental reviews

SUGGESTED MOTION

I move to **approve** proposed Text Amendment P21-336, based upon factors 1-6 in Section 8.7.1.C of the Land Development Regulations as presented in the February 22, 2022, staff report, and direct staff to draft an ordinance effectuating such change and present it at a future Council meeting.

STAFF REPORT

Meeting Date:	22 February 2022	**Meeting Title:**	Town Council Regular
Submitting Department:	Police	**Presenter:**	Michelle Weber
Agenda Item:	Transitional Speed Limit for North Highway 89 to North Cache Street	**Public Comment:**	Yes

Purpose & Policy Considerations.

Council consideration of submitting a letter of request to WYDOT to change the speed limit on a section of North Highway 89 to provide a transitional, or step-down, speed limit zone between the current 25 MPH to 55 MPH change at the Town's northern gateway.

Requested Action.

Approve the letter of request and authorize the Mayor to sign for Town submittal to WYDOT.

Recommendations.

Staff recommends that Council approve the letter of request.

Background.

Town Public Works and Police Departments have received multiple comments over the years from citizens related to the abrupt speed limit change coming into Town on North Hwy 89/N Cache St, noting concerns regarding vehicle speeds as they relate to public and wildlife safety. Staff contacted WYDOT for input on the process to pursue a speed limit step-down. WYDOT staff provided informational materials (attached) and additional input based on their knowledge and experience regionally and across the state.

Analysis.

WYDOT indicated that step-down speed zones are not easily enforced. Staff contacted Teton County Sheriff's Office and confirmed their support for this effort. Both Police and Sheriff prefer to have a step-down speed limit entirely outside the Town boundary, consistent with all other entrances to Town. WYDOT cautioned that conducting an analysis (as described in the WYDOT Quick Facts Speed Limits brochure, attached) may result in an increased speed limit for a portion of the current 25 MPH zone.

WYDOT offered another option of posting an advance warning sign for the lower speed limit ahead in lieu of a step-down. The southern Town gateway (S Highway 89) includes both a step-down speed limit from 55 to 40 to 35 to 30 to 25 MPH and a warning sign for the 40 MPH speed limit. The western gateway (Highway 22) includes a step-down speed limit from 50 to 40 to 30 MPH with a warning sign for the 40 MPH speed limit. For this northern Town entrance request, Police and Sheriff recommend a reduced posted speed between Dairy Queen (575 N Cache St) and Flat Creek Inn (1935 US-89), a distance of approximately 1.4 miles, as well as an advance warning sign.

WYDOT provided a booklet of basic information about speed limits (attached). This indicates that "lowering a speed limit does not necessarily result in slower driving speeds and fewer crashes" and also that "enforcement of posted speed limits has a profound effect." This booklet provides good information about how speed limits are determined, which

includes engineering and traffic investigations. It also indicates that the process for seeking a speed limit change is to send a written request to the appropriate WYDOT district engineer.

The Federal Highway Administration (FHWA) is an agency within the US Department of Transportation that financial and technical assistance to State and local governments to ensure appropriate design, construction, and safety standards are appropriately applied to the nation's highway system. Staff briefly researched FHWA guidance and found the following, which seems applicable for this suggested location:

> ***Transition Zone Speed Limits***
>
> *Transition zone speed limits are generally considered when there is a speed reduction of more than 25 mph (40 km/h) between adjacent zones and may be considered at other locations if a field assessment has determined that a transition zone speed limit may improve safety or traffic operations. The following factors may be considered in determining the need for a transition zone speed limit:*
>
> - *Roadway operating speeds in advance of speed reduction.*
> - *Existing operational/safety issues (i.e., due to speed differential between vehicles, speed exceeding that which is considered suitable for the roadway environment).*
> - *History of overly aggressive braking at the entrance to the reduced speed limit area.*
> - *Low speed limit compliance in the lower speed limit area.*
> - *Expected compliance with a transition speed zone (i.e., will motorists perceive it to be justified by the surrounding roadway environment?).*
>
> *In situations where rural roads approach and continue through urban areas and villages, there is a need for a commensurate reduction in the speed limit that reflects the change in the roadway and the roadside character. In many instances these speed transitions can be sizable, and the road authority needs to post an intermediate or transition zone speed limit to assist drivers in slowing down.*
>
> *Transition zone speed limits are typically set to divide the overall speed reduction approximately in half. For instance, a speed limit decrease from 60 mph (100 km/h) to 30 mph (50 km/h) might use a transition speed limit of 45 mph (70 km/h) or 50 mph (80 km/h).*
>
> *The minimum transition speed zone length usually allows for the placement of REDUCED SPEED AHEAD signs and a sufficient speed zone length to achieve compliance.*
>
> *An excellent source of information on high-to-low speed transition zones that includes speed limits and other measures is available from the National Cooperative Highway Research Program.*

WYDOT also suggested the Town could consider this request in the future, in conjunction with the North Cache Streetscape project, since the corridor within the Town boundary may be altered and thus driver behavior could be analyzed after those changes are in place. Council has not provided a formal directive to staff to advance the North Cache Streetscape project although planning has been budgeted and prior SPET funds remain for it. Staff considers the step-down speed limit a possible measure to improve safety in the current configuration, since the timeline for implementing the capital improvements is yet unknown.

Possible Alternatives.

1. Council could decide to take no action at this time and the current speed limits of 55 and 25 MPH would remain in place.
2. Council could direct staff to revise the letter to request only advisory signage indicating a reduced speed limit ahead.
3. Council could direct staff to bring this request back in the future, in conjunction with the North Cache Streetscape project.

Comprehensive Plan & Priority Alignment.

A transition zone with reduced speed at the northern entrance to Town supports the following elements of the Comprehensive Plan:

Common Value 1 – Ecosystem Stewardship

Policy 1.1.c: Design for wildlife permeability

Strategy 1.1.S.7: Identify areas appropriate for underpasses, overpasses, speed reductions, or other wildlife protection measures in heavy volume wildlife-crossing areas.

Common Value 3 – Quality of Life

Policy 7.2.a: Create a transportation network based on “complete streets” and “context sensitive” solutions

Policy 8.1.c: Identify barriers to service delivery goals

Policy 8.2.b: Design critical infrastructure and facilities for the peak effective population

Additionally, the Comp Plan lists as a character defining feature for the County Periphery Character District: “Environmentally-sensitive roadway system enhancements that minimize impacts to the environment while improving the safety of access should be pursued.”

Fiscal Impact.

None.

Staff Impact.

The Chief of Police and Public Works Director have contributed a total of approximately 7 hours in preparing this staff report and letter of request.

Attachments or Links.

Draft letter of request

WYDOT Quick Facts Speed Limits

Suggested Motion. *Council always has the option to adopt, approve with conditions, continue, or deny items*.

I move to ["*approve the letter of request as presented" OR "direct staff to revise the letter of request as discussed*"], authorize the Mayor to sign the letter, and direct staff to submit the letter to WYDOT as a formal request to add a step-down speed limit to transition from the existing 55 MPH and 25 MPH speed limits on North Highway 89 approaching the northern entrance to Town.

XX February 2022

Darin Kaufman, P.E., PTOE
WYDOT District 3 Traffic Engineer
3200 Elk Street
Rock Springs, WY 82902
Office: 307.352.3034
Cell: 307.389.0235

Dear Mr. Kaufman,

Town staff have received multiple requests to address vehicle speeds at the Town's northern gateway, due to the abrupt change in speed limit from 55 MPH to 25 MPH. Commenters most often mention safety for vehicles entering and exiting adjacent properties from the roadway, pedestrians utilizing the crosswalk, and vehicle-wildlife interactions.

Town staff has reviewed the booklet *WYDOT Quick Facts: Speed Limits* and understands that two evaluations must occur: engineering and traffic. Jackson Police Department already plans to conduct a speed study and assess the 85th percentile in the spring and would be happy to share those results if that would be helpful to reduce the effort required of WYDOT staff. If WYDOT prefers to conduct its own data collection and analysis, Town respectfully requests that it occur during the summer months when more visitors are present, utilizing the corridor by vehicle, on foot, and by bicycle. This seems the most conservative approach to ensuring safety with enforcement possible.

FHWA guidance suggests transition zones are "generally considered when there is a speed reduction of more than 25 mph between adjacent zones" (here we have a 30-mph difference), and that transition zone speed limits are "typically set to divide the overall speed reduction approximately in half" (here that would be 55 to 40 to 25).

While the Town agrees with WYDOT's suggestion that it may be best to conduct engineering and traffic evaluations after capital improvements to the corridor are in place to see how those changes may impact driver behavior, the project timeline is not yet established, and a speed limit transition seems appropriate given the large difference in current speed limits. Step-down speed limits already exist at the other two Town entrances.

Jackson Police Department contacted Teton County Sheriff's Office. Both law enforcement bodies prefer to have a step-down speed limit entirely outside the Town boundary (consistent with the other entrances to Town) and recommend a reduced posted speed between Dairy Queen and Flat Creek Inn as well as an advisory sign providing advance notice of reduced speed limit.

The Town also requests inclusion in discussions and decision making following WYDOT's analyses to coordinate whether and what changes may be implemented, particularly within the Town boundary (just north of the Flat Creek Bridge).

DRAFT

Thank you for considering this request.

Sincerely,

Hailey Morton Levinson, Mayor

cc: Stephanie Harsha, WYDOT District 3 Public Involvement Specialist

DRAFT

WYDOT Quick Facts

SPEED LIMITS



WYDOT Quick Facts

Speed limits are for your safety

Speed limits are set to protect your safety. The familiar black and white regulatory signs inform drivers of the legal allowable speed, communicating a basic element of safe driving to the motorist.

Uniform vehicle speeds needed for safe traffic flow can only be achieved through consistent methods of speed zone establishment, uniform sign design and placement, effective speed zone enforcement and driver compliance.

WYDOT has prepared this brochure to answer frequently asked questions about the process for setting or changing speed limits.



What is the purpose of a speed limit?

Properly established speed limits can improve safety by reducing the frequency and severity of crashes. A speed limit sign notifies drivers of the maximum speed considered safe during favorable weather and visibility.

Speed limits set a standard under which drivers can react safely to problems encountered on the road. Properly set limits provide uniform traffic flow and balance risk and travel time, resulting in fewer crashes and the efficient use of the road's capacity.



Who sets speed limits for Wyoming roads

Federal law gives individual states the authority to establish their own maximum speed limits.

The Legislature has set the maximum limits for roads in Wyoming at 80 mph on interstate highways, 30 mph in urban areas, and 20 mph in designated school zones with signs posted indicating a reduced limit.

For all other locations, the limits are set at 55 mph on unpaved roads and 70 mph on paved roads.

WYDOT, cities, towns and counties can set speed limits that vary from those statutory limits for specific road sections under their jurisdiction only after an engineering and traffic study is completed by a licensed engineer.

What effect do posted speed limits have on actual traffic speeds?

Speed limit signs have little effect on traffic speed, but enforcement of posted speed limits has a profound effect.

Raising a speed limit does not necessarily result in faster driving speeds and more crashes, and lowering a speed limit does not necessarily result in slower driving speeds and fewer crashes.

Speed limits must be realistic to gain compliance. Research indicates about 85 percent of all drivers travel at reasonably safe speeds for the road conditions they encounter, regardless of speed limit signs.

The remaining 15 percent of drivers must be reminded of the speed limit, and there must be meaningful enforcement of the limit.

Posting proper speed limits smoothes the flow of traffic and aids effective law enforcement. Unrealistically low speed limits invite violation by responsible drivers. Enforcing unreasonably low limits creates the perception of a “speed trap.”



How are speed limits determined?

The process for determining reasonable and safe speed limits is divided into two phases: the engineering investigation and the traffic investigation. The engineering investigation looks at the geometric design of the road, including alignment, terrain, lane and shoulder width and pavement type and condition. Also considered are commercial and residential development, parking and the number and types of entrances, exits and intersecting streets.

The traffic investigation involves gathering and analyzing traffic volumes, prevailing vehicle speeds, crash numbers and traffic control devices affecting or affected by vehicle speeds.

What are variable speed limits?

The Legislature has given WYDOT the authority to vary the speed limit on localized highway sections based on road, weather and traffic conditions. Electronic variable speed limit signs have been installed on highway sections prone to challenging weather conditions.

The electronic signs allow WYDOT’s Transportation Management Center to adjust the speed limit in 5 mph increments to whatever speed is appropriate for safe travel based on the recommendations of Highway Patrol troopers and snowplow drivers assessing the conditions on the highway section.

Signs are posted in advance of the variable speed limit zones to alert drivers they will need to adjust their speed. The reduced limits are strictly enforced.

What factors influence a driver's selected speed?

A driver's choice of speed is a balance between expedience and safety, and may be influenced by the presence of other vehicles, weather, road conditions and road geometrics. Other factors include the length, purpose and urgency of the trip, whether the driver is late or on time, ambient light and time of day, driver skill and familiarity with the road, condition of vehicle, the personality and emotional condition of the driver and the presence or history of law enforcement.

How can I get drivers to slow down in my neighborhood?

Studies show reducing a speed limit will not cause speeding motorists to slow down. When determining speed limits, engineers attempt to set a realistic limit that the majority of drivers will obey and that can be reasonably enforced.

Contact the Wyoming Highway Patrol, county sheriff or your local police if motorists are traveling at speeds higher than posted in your neighborhood.

How do I get a speed limit on a state highway reviewed?

If you feel there is a need to change a speed limit on a state highway, or you have further questions concerning speed limits, send a written request to the nearest WYDOT district traffic engineer, district engineer or public involvement specialist.

For more information contact the WYDOT public involvement specialist in your area of the state:

Southeast, 745-2142;

Central, 473-3303;

Southwest, 352-3065:

Northeast, 674-2356; or

Northwest, 856-1341.



SPEED LIMITS



a WYDOT publication

Published by WYDOT's
Public Affairs Office July 2016

STAFF REPORT

Meeting Date:	February 22, 2022	**Meeting Title:**	Regular Town Council Meeting
Submitting Department:	Town Clerk	**Presenter:**	Riley Taylor
Agenda Item:	ARPA Airport Grant	**Public Comment:**	Yes

Purpose & Policy Considerations.
For Council to consider a resolution authorizing the Jackson Hole Airport Board to receive a FFA grant under the American Rescue Plan Act in the amount of $380,414. The purpose of the grant is to prevent, prepare for, and respond to the coronavirus pandemic. Funds provided under the grant must be used only for purposes directly related to the Airport, including the provision of relief from rent and minimum annual guarantees to eligible in-terminal airport concessions at the Airport, in accordance with the Act.

Requested Action.
For Council to approve Resolution 22-03.

Recommendations.
Staff recommends approval of the resolution.

Background.
FAA has offered the Jackson Hole Airport Board a grant in the amount of $380,414 under the American Rescue Plan Act, Public Law 117-2. The Act provides funding to the Board for costs related to the provision of relief from rent and minimum annual guarantees to eligible in-terminal airport concessions at the Jackson Hole Airport.

The Teton County Board of Commissioners, Town Council, and the Jackson Hole Airport Board must each accept and approve grants and amendments thereto for improvements at the Jackson Hole Airport. The FAA requires a resolution by each as the acceptance and approval method.

Analysis.
The stakeholders include all residents and guests to the community that utilize the Jackson Hole Airport, the Jackson Hole Airport Board, Teton County, and the Town of Jackson.

Possible Alternatives.
1. To approve the Resolution as presented.
2. Approve the Resolution as amended by Council
3. Deny the Resolution.

Comprehensive Plan & Priority Alignment.
This item is directly aligned with Quality Community Service Provision, specifically that the Town:
- Maintain current, coordinate service delivery (Principle 8.1)
- Coordinate the provision of infrastructure and facilities needed for service delivery (Principle 8.2)

Fiscal Impact.
This grant would have no fiscal impact on the County or Town's budgets overall.

Staff Impact.
The impact on staff for preparing this item has been minimal, amounting to a couple of hours in the Legal and Administrative Departments.

Attachments or Links.
Resolution No. 22-03
FAA Grant Under the American Rescue Plan Act

Suggested Motion. *Council always has the option to adopt, approve with conditions, continue, or deny items*.

I move to approve the resolution authorizing the Jackson Hole Airport Board to receive FAA Grant No. 3-56-0014-069-2022.

RESOLUTION 22-03

A RESOLUTION APPROVING GRANT AGREEMENT WITH THE
FEDERAL AVIATION ADMINISTRATION

Grant No. 3-56-0014-069-2022

WHEREAS, Teton County, Wyoming and the Town of Jackson formed the Jackson Hole Airport Board on January 17, 1968 pursuant to Wyoming Statute §10-5-202 and 16-1-105; and

WHEREAS, as such the Jackson Hole Airport Board is authorized to receive certain grants from the Federal Aviation Administration ("FAA") from time-to-time in relation to the operation of the Jackson Hole Airport (the "Airport"); and

WHEREAS, FAA has tendered a Grant Agreement, in the form annexed hereto as **Exhibit A,** which makes a grant offer to the Airport Board under the American Rescue Plan Act, Public Law 117-2 (the "Act") in the amount of Three Hundred Eighty Thousand Four Hundred and Fourteen Dollars ($380,414), for costs directly related to the provision of relief from rent and minimum annual guarantees (MAG) to eligible in-terminal airport concessions at the Jackson Hole Airport; and

WHEREAS, approval and acceptance by Teton County, the Town of Jackson, and the Jackson Hole Airport Board, each as a co-sponsor under FAA requirements, are all required before any FAA grant will be made; and

WHEREAS, the Town of Jackson Wyoming Town Council desires as a co-sponsor to approve and accept such grant in such amount, and to authorize the appropriate officers of Teton County to execute the associated grant agreement, in the form annexed hereto as **Exhibit A**.

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, having duly met on February 22, 2022, at a Regular Town Council Meeting, which was properly noticed and open to the public, and having fully considered the matter at hand, that:

1. The Town of Jackson Wyoming Town Council, as a co-sponsor hereby approves and accepts FAA Grant Number 3-56-0014-069-2022 in the amount of Three Hundred Eighty Thousand Four Hundred and Fourteen Dollars ($380,414) in the form annexed hereto as Exhibit A, for the purpose set forth in the Grant Agreement.
2. The Town of Jackson Wyoming Town Council hereby authorizes the Mayor of the Town of Jackson, Wyoming to execute said Grant Agreement on behalf of the Town Council, and ratifies and approves any such execution whether made before or after the date of this Resolution.

PASSED, APPROVED, AND ADOPTED this 22nd day of February 2022.

TOWN OF JACKSON

_____
Hailey Morton Levinson, Mayor

ATTEST:

_____
Riley Taylor, Town Clerk

U.S. Department of Transportation Federal Aviation Administration

Airports Division Northwest Mountain Region Colorado, Utah, Wyoming

FAA DEN ADO 26805 E 68th Ave, Suite 224 Denver, CO 80249

Concessions Rent Relief Airport Rescue Grant Agreement Transmittal Letter

January 31, 2022

Mr. Robert McLaurin, President
Jackson Hole Airport Board
1250 East Airport Road
Jackson, WY 83001

The Honorable Hailey Morton Levinson, Mayor
Town of Jackson
150 E. Pearl Avenue
Jackson, WY 83001

Ms. Natalia Macker, Chairwoman
Teton County Board of Commissioners
200 S. Willow Street
Jackson, WY 83001

Dear Mr. McLaurin, Mayor Morton Levinson, and Commissioner Macker:

Please find the following electronic Concessions Rent Relief Airport Rescue Grant Offer, Grant No. 3-56-0014-069-2022 for Jackson Hole Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.

b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **March 18, 2022** in order for the grant to be valid.

c. You may not make any modification to the text, terms, or conditions of the grant offer.

d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each Concessions Rent Relief Airport Rescue Plan Reimbursement under this grant must be made electronically via the Delphi eInvoicing System. The

terms and conditions of this agreement require you draw down and expend these funds within four years.

An airport sponsor may use these funds to provide rent relief to its in-terminal concessions. Please refer to the Airport Rescue Grants Frequently Asked Questions for further information.

To receive reimbursement of your Concessions Rent Relief Airport Rescue Grant funds, upload a Concessions Rent Relief Airport Rescue Plan into Delphi. The Concessions Rent Relief Airport Rescue Plan should include enough detail to permit FAA to verify compliance with the American Rescue Plan Act (Public Law 117-2).

As part of your final reimbursement request, you are required to include in Delphi:

- A signed SF-425, *Federal Financial Report*
- A signed close-out report (a sample report is available here).

Until the grant is completed and closed, you are responsible for submitting a signed and dated SF-425 annually, due 90 days after the end of each Federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

Rebecca Wersal is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. If you should have any questions, please contact Rebecca Wersal at rebecca.wersal@faa.gov. The FAA sincerely values your cooperation in these efforts.

Sincerely,



Marc Miller
Acting Manager, Denver Airports District Office

CONCESSIONS RENT RELIEF AIRPORT RESCUE

GRANT AGREEMENT

PART I – OFFER

Federal Award Offer Date	January 31, 2022	
Airport/Planning Area	Jackson Hole Airport	
Concessions Rent Relief Airport Rescue Grant Number	3-56-0014-069-2022	[Contract No. DOT-FA22NM-K1053]
Unique Entity Identifier	12-280-0647	

TO: Jackson Hole Airport Board, Town of Jackson and County of Teton, Wyoming
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Concessions Rent Relief Airport Rescue Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Concessions Rent Relief Airport Rescue Grant Application dated June 22, 2021 for a grant of Federal funds to reimburse the Sponsor for providing relief from rent and minimum annual guarantees (MAG) to each eligible in-terminal airport concession at Jackson Hole Airport, in accordance with the American Rescue Plan Act ("ARP Act"), Public Law 117-2, Section 7102;

WHEREAS, the Sponsor has accepted the terms of this Concessions Rent Relief Airport Rescue Grant Offer (the "Offer");

WHEREAS, in consideration of the promises, representations, and assurances provided by the Sponsor**,** the FAA has approved the Grant Application for the Jackson Hole Airport, consisting of the following;

WHEREAS, this Concessions Rent Relief Airport Rescue Grant Agreement (the "Grant" or "Agreement") is provided in accordance with the ARP Act to provide certain amounts of grant assistance, as described below, to eligible sponsors in amounts to specific airports derived by legislative formula (See Section 7102 of the Act);

WHEREAS, this Grant hereby obligates $304,331 to in-terminal Small Airport Concessions per the ARP Act, and $76,083 to in-terminal Large Airport Concessions per the ARP Act. The obligations are to provide relief from rent and MAG obligations, as applicable, to each eligible in-terminal airport concession in an amount that reflects each eligible in-terminal airport concession's proportional share of

the total amount of the rent and MAG at Jackson Hole Airport by legislatively prescribed category (Small or Large Airport Concession), as further defined herein, for relief provided no earlier than March 11, 2021, in accordance with an FAA-approved Concessions Rent Relief Airport Rescue Plan (herein called "the Plan"), until the funds have been fully expended;

NOW THEREFORE, in accordance with the applicable provisions of the ARP Act, Public Law 117-2, Section 7102, the representations contained in the Concessions Rent Relief Airport Rescue Grant Application, and in consideration of, (a) the Sponsor's acceptance of this Offer for a Grant, the terms, conditions, and assurances of this Grant Agreement ("Grant Agreement" or "Agreement"); and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant, and in compliance with the conditions and requirements as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% of the allowable concessions rent and MAG relief as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This offer is made on and SUBJECT TO THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $380,414, allocated as follows:

$304,331	ARPA Small Concessions	KZ2022
$76,083	ARPA Large Concessions	KY2022

2. **Grant Performance. This Grant Agreement is subject to the following Federal award requirements:**

   a. The Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Grant and is the date signed by the last Sponsor signatory to the Grant Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)

   b. The Budget Period:

      1. The Budget Period for this Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.

   c. Closeout and Termination.

1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (payoff) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the Grant within one year of the Period of Performance end date with the information available at the end of 120 days. (2 CFR § 200.344)
2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340 or other Federal regulatory or statutory authorities as applicable.

3. **Unallowable Reimbursable Rent Relief.** The Sponsor shall not seek reimbursement for any concessions rent and MAG relief that the FAA has determined to be unallowable under the ARP Act.

4. **Final Federal Share of Reimbursable Rent Relief.** The United States' share of allowable Grant concessions rent relief is 100%.

5. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and provide the concessions rent and MAG relief without undue delays and in accordance with this Grant Agreement, the ARP Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from the project eligible under the Grant that exceeds three months or a 25% reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this Agreement and any addendum that may be attached hereto at a later date by mutual consent.

6. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the Sponsor.

7. **Offer Expiration Date.** This Offer will expire and the United States will not be obligated to pay any part of the costs unless this Offer has been accepted by the Sponsor on or before March 18, 2022, or such subsequent date as may be prescribed in writing by the FAA.

8. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Grant Agreement, the ARP Act, or other provision of applicable law. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

9. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons that may arise from, or relate to, this Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Grant Agreement.

10. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/SAM/pages/public/index.jsf.

11. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

12. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all concessions rent and MAG relief provided under this Grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

14. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract.

15. **Audits for Sponsors.**

    PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

16. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

    a. Verify the non-Federal entity is eligible to participate in this Federal program by:

        1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or

        2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or

3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.

b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., subcontracts).

c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

17. Ban on Texting While Driving.

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant or subgrant funded by this Grant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this Grant.

18. Trafficking in Persons.

a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not –

1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

2. Procure a commercial sex act during the period of time that the award is in effect; or

3. Use forced labor in the performance of the award or subawards under this Grant.

b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –

1. Is determined to have violated a prohibition in paragraph a. of this condition; or

2. Has an employee who is determined by the agency official authorized to terminate the Grant Agreement to have violated a prohibition in paragraph a. of this condition through conduct that is either –

A. Associated with performance under this Grant Agreement; or

B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB

Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),"as implemented by the FAA at 2 CFR Part 1200.

c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this condition during this Grant Agreement.

d. Our right to terminate unilaterally that is described in paragraph a. of this condition:

1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104(g)), and

2. Is in addition to all other remedies for noncompliance that are available to the FAA under this Grant Agreement.

19. <u>Employee Protection from Reprisal</u>.

a. Prohibition of Reprisals —

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph a2. of this condition, information that the employee reasonably believes is evidence of:

A. Gross mismanagement of a Federal grant;
B. Gross waste of Federal funds;
C. An abuse of authority relating to implementation or use of Federal funds;
D. A substantial and specific danger to public health or safety; or
E. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:

A. A member of Congress or a representative of a committee of Congress;
B. An Inspector General;
C. The Government Accountability Office;
D. A Federal employee responsible for oversight or management of a grant program at the relevant agency;
E. A court or grand jury;
F. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
G. An authorized official of the Department of Justice or other law enforcement agency.

3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a. of this section may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

20. **Co-Sponsor.** The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained and attached herein and that the word "Sponsor" as used in the application and other assurances is deemed to include all co-sponsors.

21. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Grant Agreement.

22. **Face Coverings Policy**. The Sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the Sponsor continue to require masks until Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel is no longer effective.

23. **Small and Large Concessions Rent Relief Set-Asides.** The Sponsor agrees that funds under this Grant are available for the Sponsor to provide relief from rent and MAG to eligible in-terminal Small Airport Concessions, per the Act, in the amount listed in condition 1 above, and for the Sponsor to provide relief from rent and MAG to eligible in-terminal Large Airport Concessions, per the Act, in the amount listed in condition 1 above. The Sponsor shall provide relief from rent and MAG from March 11, 2021, until the Sponsor has provided relief equaling the total grant amount, to the extent practicable and to the extent permissible under State laws, local laws, and applicable trust indentures.

24. **Concessions Rent Relief Airport Rescue Plan**. The Sponsor agrees to submit to the FAA a Concessions Rent Relief Airport Rescue Plan ("the Plan") identifying the in-terminal Small and Large Airport Concessions, as defined in 49 CFR § 23.3, eligible to receive proportional funding under this Grant, in accordance with the ARP Act. The Sponsor agrees that the FAA will reimburse the Sponsor after the FAA accepts the Plan submitted by the Sponsor. The Sponsor agrees the Plan will include all elements as prescribed by the FAA to facilitate review of reimbursement payments that comply with the ARP Act.

25. **Small Airport Concessions Rent Relief Set-Aside.** The Sponsor's Plan must specify relief from rent and MAG obligations to eligible in-terminal Small Airport Concession, meaning a small concession business with gross receipts, averaged over the previous three fiscal years, of less than $56,420,000; or joint ventures as defined in 49 CFR § 23.3. The Sponsor agrees that relief provided to eligible in-terminal Small Airport Concessions will be a proportional share based on rent and MAG collected during a baseline time-period.

26. **Large Airport Concessions Rent Relief Set-Aside.** The Sponsor's Plan must specify relief from rent and MAG obligations to eligible in-terminal Large Airport Concessions, meaning a concession as defined in 49 CFR § 23.3, that has gross receipts, averaged over the previous three fiscal years, of more than $56,420,000. The Sponsor agrees that relief provided to eligible in-terminal Large Airport Concessions will be a proportional share based on rent and MAG collected during a baseline time-period.

27. **Adjustments to Proportionality among Airport Concessions.**

    a. **Adjustments to Proportionality among Airport Concessions Set-Aside**. The Sponsor agrees that the FAA may approve reimbursement under the Act for rent and MAG relief provided to eligible in-terminal Airport Concessions on a proportional share based on rent and MAG collected

during a baseline time-period. Adjustments from this proportionality amongst Airport Concessions within a respective Small or Large Concession Set-Aside are limited; must be supported by evidence and specific circumstances; and must be approved by the FAA prior to reimbursement. The Sponsor agrees the Plan will include all elements as prescribed by the FAA to facilitate review of reimbursement payments that comply with the ARP Act.

b. **Adjustments between Small and Large Concession Set-Asides**. The Sponsor agrees that the FAA may approve reimbursement under the Act for concessions rent and MAG relief provided to eligible in-terminal Airport Concessions on a proportional share based on rent and MAG collected during a baseline time-period. Adjustments from this proportionality between Small and Large Concession Set-Asides are limited, must be supported by evidence and specific circumstances, and must be approved by the FAA prior to reimbursement. The Sponsor agrees the Plan will include all elements as prescribed by the FAA to facilitate review of reimbursement payments that comply with ARP Act.

28. Sponsor Certification of Reimbursement Request. To be reimbursed, the Sponsor shall provide the FAA with the Plan, and reporting data as requested, in lieu of invoices, and shall certify all information submitted is true and correct. The Sponsor may not use funds allocated herein for other airport purposes.

29. Concession's Certification of Relief Funds. Each airport concession to be provided relief with Grant funds shall certify to the Sponsor, prior to the Sponsor submitting a Plan, it has not and will not apply for other Federal assistance for the purpose of receiving rent and MAG relief on or after March 11, 2021.

The Sponsor's acceptance of this Offer and ratification and adoption of the Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and acceptance shall comprise a Grant, as provided by the ARP Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the purpose of the ARP Act and compliance with the conditions as provided herein. Further, this Grant, inclusive of all terms, conditions, and assurances provided there, and become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated January 31, 2022

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION



(Signature)

Marc Miller

(Typed Name)

Acting Manager, Denver Airports District Office

(Title of FAA Official)

PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

Dated _

JACKSON HOLE AIRPORT BOARD

(Name of Sponsor)

(Signature of Sponsor's Designative Official/Representative)

By: _____

(Type Name of Sponsor's Designative Official/Representative)

Title: _____

(Title of Sponsor's Designative Official/Representative)

[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for concessions and MAG Relief. Further, it is my opinion the foregoing Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at

By: _____

(Signature of Sponsor's Attorney)

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[2]

Dated _

TOWN OF JACKSON, WYOMING

(Name of Sponsor)

_____

(Signature of Sponsor's Designative Official/Representative)

By: _____

(Type Name of Sponsor's Designative Official/Representative)

Title: _____

(Title of Sponsor's Designative Official/Representative)

Attested By:

_____

(Signature of Sponsor's Attestation)

_____

(Type Name of Sponsor's Attestation)

_____

(Title of Sponsor's Attestation)

---

[2] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for concessions rent and MAG relief. Further, it is my opinion the foregoing Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at

By: _____

(Signature of Sponsor's Attorney)

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[3]

Dated _

COUNTY OF TETON, WYOMING

(Name of Sponsor)

_____

(Signature of Sponsor's Designative Official/Representative)

By: _____

(Type Name of Sponsor's Designative Official/Representative)

Title: _____

(Title of Sponsor's Designative Official/Representative)

Attested By:

_____

(Signature of Sponsor's Attestation)

_____

(Type Name of Sponsor's Attestation)

_____

(Title of Sponsor's Attestation)

[3] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, , acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Wyoming. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for concessions rent and MAG relief. Further, it is my opinion the foregoing Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at

By:

(Signature of Sponsor's Attorney)

CONCESSIONS RENT RELIEF AIRPORT RESCUE GRANT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Concession Rent Relief Airport Rescue Grant Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the American Rescue Plan Act of 2021 ("ARP Act," or "the Act"), Public Law 117-2. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Grant Offer by the sponsor, these assurances are incorporated into and become part of this Concessions Rent Relief Airport Rescue Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Grant, that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including, but not limited to, the following:

FEDERAL LEGISLATION

a. 49 U.S.C. Chapter 471, as applicable
b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
d. Hatch Act — 5 U.S.C. 1501, et. seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
i. Clean Air Act, P.L. 90-148, as amended.
j. Coastal Zone Management Act, P.L. 93-205, as amended.
k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.

q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.

s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.

t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.

u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.

v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.

x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq.[2]

y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction

f. Executive Order 12898 – Environmental Justice

g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.[3, 4]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.

e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.

f. 29 CFR Part 1 – Procedures for predetermination of wage rates.[1]

g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.[1]

h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).[1]

i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).[1]

j. 49 CFR Part 20 – New restrictions on lobbying.

k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.

l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.

n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.[1]

o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.

p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.

q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).

r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO CONCESSIONS RENT RELIEF AIRPORT RESCUE GRANT ASSURANCE B

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[4] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport.

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an

official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.

c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

6. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and

b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

7. Airport Revenues.

a. The Sponsor agrees that funds under this Grant are available for the Sponsor to provide relief from rent and MAG to eligible in-terminal Airport Concessions, per the ARP Act. Apart from this relief, in no event shall airport revenue or grant reimbursement proceeds be used for any purpose beyond the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s).

8. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

9. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

"The Jackson Hole Airport Board, Town of Jackson and County of Teton, Wyoming, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
    B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
    C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-

grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

10. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

11. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

STAFF REPORT

Meeting Date:	February 22, 2022	**Meeting Title:**	Regular Town Council Meeting
Submitting Department:	Town Clerk	**Presenter:**	Riley Taylor
Agenda Item:	FAA Grant Transfer Resolution	**Public Comment:**	Yes

Purpose & Policy Considerations.
For Council to consider a resolution authorizing the Jackson Hole Airport Board to transfer portions of the Board's FY 2022 FAA entitlement grant funding in the amount of $250,000 back to the City of Cody, Wyoming; $300,000 back to the City of Newcastle and Weston County, Wyoming; $1,301,019 back to the Sheridan County, Wyoming; and $389,981 back to the City of Torrington, Wyoming.

Requested Action.
For Council to approve Resolution 22-04.

Recommendations.
Staff recommends approval of the resolution.

Background.
The Jackson Hole Airport Board, and the Town of Jackson and County of Teton as co-sponsors, previously accepted the transfer of FAA entitlement grant funding in the amount of $250,000 from the City of Cody, Wyoming; $300,000 from the City of Newcastle and Weston County, Wyoming; $1,301,019 from Sheridan County, Wyoming; and $398,981 from the City of Torrington, Wyoming.

The receipt of such grant funding was subject to an agreement that the Board, and the Town of Jackson and the County of Teton as co-sponsors, would transfer entitlement funds in the same amount back to said airport sponsors from the Board's FY 2022 grant funds. The Board, the Town of Jackson and Teton County as co-sponsors, now wish to transfer back to said local governments a portion of the Board's FAA entitlement grant funding for FY 2022, in the amounts set forth above and in accordance with their prior agreement.

The Teton County Board of Commissioners, Town Council, and the Jackson Hole Airport Board must each accept and approve grants and amendments thereto for improvements at the Jackson Hole Airport. The FAA requires a resolution by each as the acceptance and approval method.

Analysis.
The stakeholders include all residents and guests to the community that utilize the Jackson Hole Airport, the Jackson Hole Airport Board, Teton County, and the Town of Jackson.

Possible Alternatives.
1. To approve the Resolution as presented.
2. Approve the Resolution as amended by Council.
3. Deny the Resolution.

Comprehensive Plan & Priority Alignment.
This item is directly aligned with Quality Community Service Provision, specifically that the Town:
- Maintain current, coordinate service delivery (Principle 8.1)

- Coordinate the provision of infrastructure and facilities needed for service delivery (Principle 8.2)

Fiscal Impact.
This grant would have no fiscal impact on the County or Town's budgets overall.

Staff Impact.
The impact on staff for preparing this item has been minimal, amounting to a couple of hours in the Legal and Administrative Departments.

Attachments or Links.
Resolution No. 22-04
Letter and Agreement for Transfer of Entitlements to City of Cody
Letter and Agreement for Transfer of Entitlements to City of New Castle
Letter and Agreement for Transfer of Entitlements to Sheridan County
Letter and Agreement for Transfer of Entitlements to City of Torrington

Suggested Motion. *Council always has the option to adopt, approve with conditions, continue, or deny items*.

I move to approve the resolution authorizing the Jackson Hole Airport Board to transfer portions of the Board's FY 2022 FAA entitlement grant funding in the amount of $250,000 to the City of Cody, Wyoming; $300,000 to the City of Newcastle and Weston County, Wyoming; $1,301,019 to the Sheridan County, Wyoming; and $389,981 to the City of Torrington, Wyoming.

TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING
RESOLUTION 22-04

A RESOLUTION PROVIDING APPROVAL FOR
TRANSFER OF FAA ENTITLEMENT GRANT FUNDS

WHEREAS, the Jackson Hole Airport Board (the "Board") is authorized to receive grants from the Federal Aviation Administration ("FAA") for airport purposes; and

WHEREAS, the Board, and the Town of Jackson and County of Teton as co-sponsors, previously accepted the transfer of FAA entitlement grant funding in the amount of $250,000 from the City of Cody, Wyoming; $300,000 from the City of Newcastle and Weston County, Wyoming; $1,301,019 from Sheridan County, Wyoming; and $398,981 from the City of Torrington, Wyoming; and

WHEREAS, the receipt of such grant funding was subject to an agreement that the Board, and the Town of Jackson and the County of Teton as co-sponsors, would transfer entitlement funds in the same amount back to said airport sponsors from the Board's FY 2022 grant funds; and

WHEREAS, the Board, the Town of Jackson and the County of Teton as co-sponsors, now wish to transfer back to said local governments a portion of the Board's FAA entitlement grant funding for FY 2022, in the amounts set forth above and in accordance with their prior agreement.

NOW, THEREFORE, it is resolved by the Town Council of the Town of Jackson, Wyoming, that it hereby provides approval for the transfer of portions of the Board's FY 2022 FAA entitlement grant funding in the amount of $250,000 to the City of Cody, Wyoming; $300,000 to the City of Newcastle and Weston County, Wyoming; $1,301,019 to the Sheridan County, Wyoming; and $389,981 to the City of Torrington, Wyoming is hereby approved.

This Resolution shall become effective upon adoption.

PASSED, APPROVED, AND ADOPTED this _____ day of February 2022

TOWN OF JACKSON, WYOMING

ATTEST:

_____ By: _____
Riley Taylor, Town Clerk Hailey Morton Levinson, Mayor

U.S. Department
of Transportation
**Federal Aviation
Administration**

Northwest Mountain Region
Colorado · Idaho · Montana · Oregon · Utah
Washington · Wyoming

Denver Airports District Office
26805 E. 68th Ave., Suite 224
Denver, CO 80249

February 3, 2022

Mr. Robert McLaurin, President
Jackson Hole Airport Board
1250 East Airport Road
Jackson, WY 83001

The Honorable Hailey Morton Levinson, Mayor
Town of Jackson
150 E. Pearl Avenue
Jackson, WY 83001

Ms. Natalia Macker, Chairwoman
Teton County Board of Commissioners
200 S. Willow Street
Jackson, WY 83001

Dear Mr. McLaurin, Mayor Morton Levinson, and Commissioner Macker:
We are enclosing an electronic copy of the Airport Improvement Program (AIP) "Agreement For Transfer of Entitlements". This agreement will transfer $250,000 of fiscal year (FY) 2022 Federal funds from Jackson Hole Airport to Yellowstone Regional Airport. Please complete this agreement by having the authorized officials execute the appropriate sections. **Certification by the attorney should be completed following the acceptance and dated on or after the acceptance date.**

Your normal procedures for accepting documents such as this in accordance with local and state law should be followed, but evidence of such procedure is not required by the Federal Aviation Administration.

After execution and certification of the "Agreement For Transfer of Entitlements," please e-mail a copy of the agreement to your FAA Project Manager, Rebecca Wersal at rebecca.wersal@faa.gov.

Sincerely,

Marc Miller, Acting Manager
Denver Airports District Office

Enclosures

Request for FAA Approval of Agreement for Transfer of Entitlements

In accordance with 49 USC § 47117(c)(2),

Name of Transferring Sponsor: Jackson Hole Airport Board, Town of Jackson and County of Teton, Wyoming

hereby waives receipt of the following amount of funds apportioned to it under 49 USC § 47114(c) for

the: Name of Transferring Airport (and LOCID): Jackson Hole Airport (JAC)

for each fiscal year listed below:

Entitlement Type (Passenger, Cargo or Nonprimary)	Fiscal Year	Amount
Passenger	2022	$ 398,981.00
Total		$ 398,981.00

The Federal Aviation Administration has determined that the waived amount will be made available to:

Name of Airport (and LOCID) Receiving Transferred Entitlements:
Torrington Municipal Airport (TOR)

Name of Receiving Airport's Sponsor: City of Torrington, Wyoming

a public use airport in the same state or geographical areas as the transferring airport for eligible projects under 49 USC § 47104(a).

The waiver expires on the earlier of 09/30/2022 (date) or when the availability of apportioned funds lapses under 49 USC § 47117(b).

For the United States of America, Federal Aviation Administration:

Signature: _____

Name: Marc Miller

Title: Acting Manager, FAA Denver Airports District Office

Date: 02/03/2022

Certification of Transferring Sponsor

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this day of ,

Name of Sponsor: JACKON HOLE AIRPORT BOARD

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official: _____

Certificate of Transferring Sponsor's Attorney

I, , acting as Attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing Agreement under the laws of the state of Wyoming . Further, I have examined the foregoing Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and 49 USC § 47101, et seq.

Dated at (City, State),

this day of ,

Signature of Sponsor's Attorney: _____

Certification of Transferring Sponsor

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Executed on this day of ,

Name of Sponsor: TOWN OF JACKSON, WYOMING

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official: _____

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Executed on this day of ,

Name of Sponsor: COUNTY OF TETON, WYOMING

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official: _____

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Dated at (City, State),

this day of ,

Signature of Sponsor's Attorney: _____

U.S. Department
of Transportation
**Federal Aviation
Administration**

Northwest Mountain Region
Colorado · Idaho · Montana · Oregon · Utah
Washington · Wyoming

Denver Airports District Office
26805 E. 68th Ave., Suite 224
Denver, CO 80249

February 3, 2022

Mr. Robert McLaurin, President
Jackson Hole Airport Board
1250 East Airport Road
Jackson, WY 83001

The Honorable Hailey Morton Levinson, Mayor
Town of Jackson
150 E. Pearl Avenue
Jackson, WY 83001

Ms. Natalia Macker, Chairwoman
Teton County Board of Commissioners
200 S. Willow Street
Jackson, WY 83001

Dear Mr. McLaurin, Mayor Morton Levinson, and Commissioner Macker:
We are enclosing an electronic copy of the Airport Improvement Program (AIP) "Agreement For Transfer of Entitlements". This agreement will transfer $300,000 of fiscal year (FY) 2022 Federal funds from Jackson Hole Airport to Mondell Field. Please complete this agreement by having the authorized officials execute the appropriate sections. **Certification by the attorney should be completed following the acceptance and dated on or after the acceptance date.**

Your normal procedures for accepting documents such as this in accordance with local and state law should be followed, but evidence of such procedure is not required by the Federal Aviation Administration.

After execution and certification of the "Agreement For Transfer of Entitlements," please e-mail a copy of the agreement to your FAA Project Manager, Rebecca Wersal at rebecca.wersal@faa.gov.

Sincerely,

Marc Miller, Acting Manager
Denver Airports District Office

Enclosures

Request for FAA Approval of Agreement for Transfer of Entitlements

In accordance with 49 USC § 47117(c)(2),

Name of Transferring Sponsor: Jackson Hole Airport Board, Town of Jackson and County of Teton, Wyoming

hereby waives receipt of the following amount of funds apportioned to it under 49 USC § 47114(c) for

the: Name of Transferring Airport (and LOCID): Jackson Hole Airport (JAC)

for each fiscal year listed below:

Entitlement Type (Passenger, Cargo or Nonprimary)	Fiscal Year	Amount
Passenger	2022	$ 398,981.00
Total		$ 398,981.00

The Federal Aviation Administration has determined that the waived amount will be made available to:

Name of Airport (and LOCID) Receiving Transferred Entitlements:
Torrington Municipal Airport (TOR)

Name of Receiving Airport's Sponsor: City of Torrington, Wyoming

a public use airport in the same state or geographical areas as the transferring airport for eligible projects under 49 USC § 47104(a).

The waiver expires on the earlier of 09/30/2022 (date) or when the availability of apportioned funds lapses under 49 USC § 47117(b).

For the United States of America, Federal Aviation Administration:

Signature: _____

Name: Marc Miller

Title: Acting Manager, FAA Denver Airports District Office

Date: 02/03/2022

Certification of Transferring Sponsor

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this day of ,

Name of Sponsor: JACKON HOLE AIRPORT BOARD

Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official: _____

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I, , acting as Attorney for the Sponsor do hereby certify that in my opinion the Sponsor is empowered to enter into the foregoing Agreement under the laws of the state of Wyoming . Further, I have examined the foregoing Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said state and 49 USC § 47101, et seq.

Dated at (City, State),

this day of ,

Signature of Sponsor's Attorney: _____

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Dated at (City, State),

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Signature of Sponsor's Attorney: _____

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Northwest Mountain Region
Colorado · Idaho · Montana · Oregon · Utah
Washington · Wyoming

Denver Airports District Office
26805 E. 68th Ave., Suite 224
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February 3, 2022

Mr. Robert McLaurin, President
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1250 East Airport Road
Jackson, WY 83001

The Honorable Hailey Morton Levinson, Mayor
Town of Jackson
150 E. Pearl Avenue
Jackson, WY 83001

Ms. Natalia Macker, Chairwoman
Teton County Board of Commissioners
200 S. Willow Street
Jackson, WY 83001

Dear Mr. McLaurin, Mayor Morton Levinson, and Commissioner Macker:
We are enclosing an electronic copy of the Airport Improvement Program (AIP) "Agreement For Transfer of Entitlements". This agreement will transfer $1,301,019 of fiscal year (FY) 2022 Federal funds from Jackson Hole Airport to Sheridan County Airport. Please complete this agreement by having the authorized officials execute the appropriate sections. **Certification by the attorney should be completed following the acceptance and dated on or after the acceptance date.**

Your normal procedures for accepting documents such as this in accordance with local and state law should be followed, but evidence of such procedure is not required by the Federal Aviation Administration.

After execution and certification of the "Agreement For Transfer of Entitlements," please e-mail a copy of the agreement to your FAA Project Manager, Rebecca Wersal at rebecca.wersal@faa.gov.

Sincerely,

Marc Miller, Acting Manager
Denver Airports District Office

Enclosures

Request for FAA Approval of Agreement for Transfer of Entitlements

In accordance with 49 USC § 47117(c)(2),

Name of Transferring Sponsor: Jackson Hole Airport Board, Town of Jackson and County of Teton, Wyoming

hereby waives receipt of the following amount of funds apportioned to it under 49 USC § 47114(c) for

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for each fiscal year listed below:

Entitlement Type (Passenger, Cargo or Nonprimary)	Fiscal Year	Amount
Passenger	2022	$ 398,981.00
Total		$ 398,981.00

The Federal Aviation Administration has determined that the waived amount will be made available to:

Name of Airport (and LOCID) Receiving Transferred Entitlements:
Torrington Municipal Airport (TOR)

Name of Receiving Airport's Sponsor: City of Torrington, Wyoming

a public use airport in the same state or geographical areas as the transferring airport for eligible projects under 49 USC § 47104(a).

The waiver expires on the earlier of 09/30/2022 (date) or when the availability of apportioned funds lapses under 49 USC § 47117(b).

For the United States of America, Federal Aviation Administration:

Signature: _____

Name: Marc Miller

Title: Acting Manager, FAA Denver Airports District Office

Date: 02/03/2022

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Executed on this day of ,

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Name of Sponsor's Authorized Official:

Title of Sponsor's Authorized Official:

Signature of Sponsor's Authorized Official: _____

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Signature of Sponsor's Attorney: _____

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Mr. Robert McLaurin, President
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1250 East Airport Road
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Town of Jackson
150 E. Pearl Avenue
Jackson, WY 83001

Ms. Natalia Macker, Chairwoman
Teton County Board of Commissioners
200 S. Willow Street
Jackson, WY 83001

Dear Mr. McLaurin, Mayor Morton Levinson, and Commissioner Macker:
We are enclosing an electronic copy of the Airport Improvement Program (AIP) "Agreement For Transfer of Entitlements". This agreement will transfer $398,981 of fiscal year (FY) 2022 Federal funds from Jackson Hole Airport to Torrington Municipal Airport. Please complete this agreement by having the authorized officials execute the appropriate sections. **Certification by the attorney should be completed following the acceptance and dated on or after the acceptance date.**

Your normal procedures for accepting documents such as this in accordance with local and state law should be followed, but evidence of such procedure is not required by the Federal Aviation Administration.

After execution and certification of the "Agreement For Transfer of Entitlements," please e-mail a copy of the agreement to your FAA Project Manager, Rebecca Wersal at rebecca.wersal@faa.gov.

Sincerely,

Marc Miller, Acting Manager
Denver Airports District Office

Enclosures

Request for FAA Approval of Agreement for Transfer of Entitlements

In accordance with 49 USC § 47117(c)(2),

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for each fiscal year listed below:

Entitlement Type (Passenger, Cargo or Nonprimary)	Fiscal Year	Amount
Passenger	2022	$ 398,981.00
Total		$ 398,981.00

The Federal Aviation Administration has determined that the waived amount will be made available to:

Name of Airport (and LOCID) Receiving Transferred Entitlements:
Torrington Municipal Airport (TOR)

Name of Receiving Airport's Sponsor: City of Torrington, Wyoming

a public use airport in the same state or geographical areas as the transferring airport for eligible projects under 49 USC § 47104(a).

The waiver expires on the earlier of 09/30/2022 (date) or when the availability of apportioned funds lapses under 49 USC § 47117(b).

For the United States of America, Federal Aviation Administration:

Signature: _____

Name: Marc Miller

Title: Acting Manager, FAA Denver Airports District Office

Date: 02/03/2022

Certification of Transferring Sponsor

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Executed on this day of ,

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Dated at (City, State),

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Dated at (City, State),

this day of ,

Signature of Sponsor's Attorney: _____

STAFF REPORT

Meeting Date:	February 22,2022	**Meeting Title:**	Regular Town Council Meeting
Submitting Department:	Community Development	**Presenter:**	Susan Scarlata
Agenda Item:	Equity Task Force Resolution	**Public Comment:**	Yes

Purpose & Policy Considerations.
One of Town Council's 2021-2022 priorities is the creation of an Equity Task Force to develop a more equitable, inclusive, and diverse local government and a more livable community.

Requested Action.
Staff requests that Council review and adopt the Resolution establishing an Equity Task Force.

Recommendations.
Staff recommends Council review and adopt the Resolution establishing an Equity Task Force.

Background.
At its August 30, 2021, Town Council Workshop Council moved to establish an Equity Task Force as set forth in the staff report and work plan presented that day and authorized the expenditure of stipends for Equity Task Force members. Staff put out a call for applicants in December of 2021 and received 38 applications. Application materials contained the following overview. "The Town of Jackson is launching an Equity Task Force to advise the Town on equity and inclusion strategies, strengthen connections among the many segments of the community, and make recommendations to the Town and Town Council on priorities, policies, and solutions to help bring a wider variety of voices and perspectives into conversations to, ultimately, inform decision-making." Staff culled the list to eighteen applicants for Council to interview based on varied lived experience, community involvement, and professional experience working on local government and equity initiatives. Councilmembers were able to add to the list of interviewees from the applicant pool, if desired, and one Councilmember did so, leading to the final list of twenty interviewees. Council interviewed applicants on Monday, February 14, 2022. Council consideration for appointment of taskforce members is listed on this meeting agenda as a separate item.

Analysis.
The purpose of the proposed Resolution is to guide the establishment, conduct, and responsibilities of this new task force for the Town. Specifically, the resolution will include the following:

1. Mission Statement.
2. Pursuit of Mission.
3. Membership.
4. Member Responsibilities.
5. Staff Responsibilities.
6. Funding.
7. Meetings.
8. Compensation.
9. Conflicts of Interest.
10. Dissolution.

Staff wants to highlight that the Equity Task Force will be a recommending body without decision-making power. Equity Task Force members will be appointed by a majority of Council, will serve at the pleasure of Town Council, will abide by standard rules and procedures, sign working agreements, and may be removed and replaced by a majority vote of the

Council. Should a member of the Equity Task Force be removed, Town Council will undertake a similar process to fill the vacancy as utilized for initial appointments. In addition to the Resolution being considered, staff will create Rules & Procedures and establish Working Agreements with the Equity Task Force once it is appointed. The Resolution, once approved, will provide staff, Council, the public, and Task Force members a framework of the various items listed therein.

Possible Alternatives.
NA

Comprehensive Plan & Priority Alignment.
The Comp Plan's third Common Value is 'Quality of Life,' which highlights that our community takes pride in our local identity and community character. The Comp Plan states, "Residents and visitors have become accustomed to high-quality life safety, transportation, educational, social, cultural, and recreational services." The Equity Task Force can consider if this is true for all residents and if not, recommend changes that will help move our community further toward this aspiration.

Fiscal Impact.
At its August 30 meeting, Council authorized Equity Task Force members to be paid $450 per month to participate. For a 9-member Task Force, this will total to $48,600 annually. This is not currently a budgeted expense and will require a budget amendment for FY22 and a new line item for FY23.

Staff Impact.
The Community Development Department has previously estimated that approximately 1000 hours per year will be necessary to support this Council Priority. Staff has utilized approximately 20 hours completing this report. Moving forward staff anticipates the Community Development Department (overall taskforce coordination), along with the Legal Department (drafting agreements for and helping train Equity Task Force members) along with IT (assistance with setting up and supporting Town email) will also be asked to support Task Force members.

Attachments or Links.
Resolution 22-05 a Resolution Establishing an Equity Task Force

Suggested Motion.
I move to adopt Resolution 22-05 Establishing the Equity Task Force.

RESOLUTION 22-05

A RESOLUTION ESTABLISHING THE EQUITY TASK FORCE

WHEREAS, pursuant to Wyo. Stat. Ann. § 15-1-103(a)(xli), the Town of Jackson has the authority to adopt resolutions necessary for the health, safety and welfare of the Town, necessary to give effect to the powers conferred by Title 15 of the Wyoming state statutes; and

WHEREAS, the United States Department of Health and Human Services finds that social determinants of health have a major impact on people's health, well-being, and quality of life, including examples such as safe housing, transportation, and neighborhoods; racism, discrimination, and violence; and education, job opportunities, and income; and

WHEREAS, the Town of Jackson finds that all its residents should have equitable access to opportunities and resources necessary to thrive and succeed and should live in an environment where everyone feels safe, respected, and valued; and

WHEREAS, the Jackson Town Council established a goal in 2021 of creating a body to foster a more equitable, inclusive, and diverse local government and a more livable community; and

WHEREAS, the Town of Jackson finds it is in the public interest and necessary for the health, safety and welfare of the Town to establish an Equity Task Force ("Task Force") to improve upon and support equity in the community.

NOW THEREFORE, BE IT RESOLVED that the Jackson Town Council hereby establishes the Town of Jackson Equity Task Force with the following parameters:

1. Mission Statement. The mission of the Task Force is to advise the Town on equity and inclusion strategies, strengthen connections among the many segments of the community, and make recommendations to Town Council about priorities, policies, and solutions to help bring a wider variety of voices and perspectives into conversations to inform decision-making.

2. Pursuit of Mission. The Task Force shall:
   a. Review the existing policies, programs, and practices of the Town of Jackson that affect equity and provide recommendations that would promote greater equity.
   b. Identify information gaps or lack of understanding in the community regarding equity and provide recommendations that would promote greater equity.
   c. Identify new policies and regulations that would foster greater equity across the community.
   d. Assist the Town of Jackson's staff in reviewing the results of the National Research Center's *Community Equity & Inclusion* survey.
   e. Work with the Community Development staff to identify ways in which the Town can best incorporate equity principles and practices into Town of Jackson policy and decision-making.
   f. Provide a written report of the Task Force's initial recommendations to the Jackson Town Council by January 2023.
   g. Provide a written report of the Task Force's final recommendations to the Jackson Town Council by June 2024.
3. Membership. The Task Force shall consist of nine members, all of whom shall be qualified electors of Teton County, Wyoming. Members shall serve one two-year term. All members shall be appointed by

majority vote of the Jackson Town Council, and any vacancies, whether created by removal, resignation or otherwise, shall be filled by the same. Task Force members serve voluntarily, have no right to continued service, and may be removed without notice and without cause.

4. Member Responsibilities. The Task Force will report exclusively to the Town Council. During their term Task Force members shall attend every meeting of the Task Force and any committees created therein, prepare in advance of meetings and be familiar with issues on the agenda, serve with integrity and inspire public confidence in Town government, be cognizant of conflicts of interest and seek advice when appropriate.
5. Staff Responsibilities. The Town Staff will provide professional staff support to the Task Force to include:
    a. Attending all meetings.
    b. Preparing agendas and facilitation of Task Force meetings.
    c. Providing background and context on agenda items.
    d. Alerting the Task Force of possible pros and cons of recommended actions.
    e. Offering professional expertise and recommendations.
    f. Keeping the Task Force focused on priorities.
    g. Interpreting codes, ordinances, policies, and other regulations.
    h. Ensuring motions and minutes reflect the intent of the Task Force.
    i. Educating new members about their role and responsibilities.
6. Funding. The Town Council may consider funding for the Task Force pursuant to, and as part of, the annual budget process for FY23 and FY24.
7. Meetings. Meetings of the Task Force shall be open to the public and shall be conducted in accordance with Wyo. Stat. Ann. §§ 16-4-402 *et seq*. Regular meetings of the Task Force shall be held at least quarterly at a place designated by the Task Force. The chair of the Task Force or a majority of Task Force members may call special or emergency meetings.
    a. *Notice*. Notice of regular, special, or emergency meetings of the Task Force shall be provided in accordance with Wyo. Stat. Ann. §§16-4-404. Notice of regular meetings shall be sent to each member of the Task Force by email and be accompanied by the proposed agenda. Notice of special meetings shall be sent to each member of the Task Force by email and be accompanied by a statement of special business to come before the Task Force. A minimum of eight hours notification to the public shall be made for special meetings.
    b. *Record of Proceedings*. Community Development Department staff shall record minutes of each regular, special, and emergency meetings of the Task Force, shall transcribe and distribute the minutes to the members of the Task Force, and shall distribute the minutes to members of the public upon request.
    c. *Meeting Attendance*. Members are required to regularly attend all Task Force meetings. In the event that a Task Force member must be unavoidably absent, they shall notify the chair as soon as possible prior to the meeting. After a member has been absent from 75% of the regular meetings during a calendar year, the chair of the Task Force shall submit a written request to the Town Council for a replacement to fill the unexpired term of the member.
    d. *Committee Meeting Attendance.* Members of Task Force committees are required to regularly attend all their regularly scheduled committee meetings. In the event that a Task Force member must be unavoidably absent from such a meeting, they shall notify the other two committee members and the Task Force chair as soon as possible prior to the meeting. After a member has been absent from 75% of their regularly scheduled committee meetings during a calendar year,

the chair of the Task Force shall submit a written request to the Town Council for a replacement to fill the unexpired term of the member.

e. *Quorum.* The Task Force requires a quorum of five members to conduct business.

f. *Voting*. Votes may not be taken without a quorum of voting members present.

8. Compensation. Members of the Task Force shall receive a stipend of $450.00 per month.
9. Conflicts of Interest. Task Force members are subject to and comply with Wyo. Stat. Ann. §9-13-101 *et seq.*
10. Dissolution. The Town Council may, by majority vote, dissolve the Task Force at any time without notice and without cause.

PASSED, APPROVED, AND ADOPTED this 22nd day of February 2022.

TOWN OF JACKSON

_____
Hailey Morton Levinson, Mayor

ATTEST:

_____
Riley Taylor, Town Clerk

STAFF REPORT

Meeting Date:	February 22, 2022	**Meeting Title:**	Regular
Submitting Department:	Legal	**Presenter:**	Lea Colasuonno
Agenda Item:	Resolution 22-06: A Resolution Adopting Town of Jackson Street Schedule	**Public Comment:**	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to review and consider approving a resolution adopting a Town of Jackson street schedule.

Requested Action.
Staff requests Council to review and consider approving a resolution adopting a Town of Jackson street schedule.

Recommendations.
Staff recommends Council approve Resolution 22-06.

Background.
On January 10, 2022 the Town Council approved an update to Title 10 of the Jackson Municipal Code allowing streets to be managed via a schedule, and removing all schedules from Title 10 of the Jackson Municipal Code. A resolution doing so should have been adopted on third reading. It was delayed until now and, thus, should be adopted now.

Analysis.

Possible Alternatives.
N/A

Comprehensive Plan & Priority Alignment.
N/A

Fiscal Impact.
None.

Staff Impact.
Staff impact of this item was minimal in itself, but was part of a significant effort updating Title 10.

Attachments or Links.
Resolution 22-06.

Suggested Motion.
I move to approve Resolution 22-06 adopting a Town of Jackson street schedule as presented.

RESOLUTION 22-06

A RESOLUTION ADOPTING TOWN OF JACKSON STREET SCHEDULE

WHEREAS, Title 10 of the Jackson Municipal Code governs vehicles and traffic in the Town of Jackson; and

WHEREAS, the Town Council acknowledges that in order to continually manage vehicular traffic in the Town of Jackson, a street schedule is essential to adopt into Title 10 of the Jackson Municipal Code; and

WHEREAS, on January 10, 2022, the Town Council approved an update to Title 10 of the Jackson Municipal Code allowing streets to be managed via a schedule, and removing all schedules from Title 10 of the Jackson Municipal Code; and

WHEREAS, the Town of Jackson Street Schedule referenced herein may be amended by resolution of the Jackson Town Council without the necessity of amending Title 10; and

WHEREAS, any amendments to the Town of Jackson Street Schedule made by the Jackson Town Council shall become a part of Title 10 as fully as though written therein; and

WHEREAS, the Town of Jackson Street Schedule is maintained in the office of the Town Clerk of the Town of Jackson and a copy is available therefrom; and

WHEREAS, the Jackson Town Council, by adoption of this Resolution establishes a Town of Jackson Street Schedule, attached hereto as Appendix A.

NOW THEREFORE BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, having duly met on February 22, 2022, at a Regular Town Council Meeting, which was properly noticed and open to the public, and having fully considered the matter at hand, that:

The Jackson Town Council adopts this Resolution #22-06, establishing a Town of Jackson Street Schedule, attached hereto as Appendix A and fully incorporates it into Title 10 of the Jackson Municipal Code.

PASSED, APPROVED, AND ADOPTED this __ day of _____ 2022.

TOWN OF JACKSON

_____
Hailey Morton Levinson, Mayor

ATTEST:

_____
Riley Taylor, Town Clerk

APPENDIX A
TOWN OF JACKSON STREET SCHEDULE

SCHEDULE 1. ONE-WAY STREETS AND ALLEYS
(Refer to Section 10.04.090)

On a road or alley that is designated by appropriate signage erected by the Town as one-way, travel by motor vehicle shall be permitted only in the direction indicated.

SCHEDULE 2. STOP INTERSECTIONS
(Refer to Section 10.04.100)

- Alpine Lane and Buffalo Way, northeast corner.
- Alpine Lane and Powderhorn Lane.
- Alpine Lane and Scott Lane, southwest corner.
- Berger Lane and Gregory Lane, northeast corner.
- Blair Drive and Middle School Road, northeast and southeast corners.
- Blair Drive and Middle School Road.
- Blair Drive and Whitehouse Drive, southeast and northwest corners.
- Cache Creek Drive and Lodgepole Lane, southeast corner.
- Cache Creek Drive and Rancher Street, northwest corner.
- Cache Creek Drive and Redmond Street, northeast and southwest corners.
- Cherokee Lane and Arapahoe Lane, southeast corner.
- Corner Creek Lane and Branch Court, southeast corner.
- Corner Creek Lane and Lilac Lane, northeast corner (southerly intersection).
- Corner Creek Lane and Lilac Lane, southeast corner (northerly intersection).
- Corner Creek Lane and Wildflower Court, southeast corner. (Res 11-04, 2011)
- Corner Creek Lane facing generally north and located at 2014 Corner Creek Lane. (Res 11-04, 2011)
- Crabtree Lane and Powderhorn Lane, (northerly intersection) southwest corner.
- East Broadway Avenue and Absaroka Drive, southeast corner.
- East Broadway Avenue and Gros Ventre Street, northwest corner (easterly intersection).
- East Broadway Avenue and Gros Ventre Street, southeast corner (westerly intersection).
- East Broadway Avenue and Hospital Driveway, northwest corner.
- East Broadway Avenue and Jean Street, southeast corner.
- East Broadway Avenue and King Street, southeast corner.
- East Broadway Avenue and Moran Street, northwest corner.
- East Broadway Avenue and Nelson Drive, southeast corner.
- East Broadway Avenue and No Name Street, southeast corner.
- East Broadway Avenue and Pioneer Lane, southeast corner.
- East Broadway Avenue and Rancher Street Drive, southeast corner.
- East Broadway Avenue and Redmond Street, southeast, southwest, northeast corners.
- East Broadway Avenue and Stormy Circle, southeast corner.
- East Broadway Avenue and Wapiti Drive, southeast corner.
- East Broadway Avenue and Willow/Bruun Street.
- East Deloney Avenue and Bruun Boulevard/Willow Street.
- East Deloney Avenue and Center Street (all corners).
- East Deloney Avenue and Gros Ventre Street, northeast and southwest corners.
- East Deloney Avenue and Jean Street, northwest corner.
- East Deloney Avenue and King Street, northwest corner.
- East Deloney Avenue and Moran Street, northeast and southwest corners.
- East Gill Avenue and Center Street, southeast corner.
- East Gill Avenue and Gros Ventre Street, northeast and southwest corners.
- East Gill Avenue and Jean Street, northeast corner.
- East Gill Avenue and King Street, southeast corner.
- East Gill Avenue and Moran Street, northeast and southwest corners.
- East Gill Avenue and North Willow Street, southeast and southwest corners.
- East Hall Avenue and Redmond Street, northeast and southwest corners.

- East Hansen Avenue and Gros Ventre Street, northwest, southwest and northeast corners.
- East Hansen Avenue and King Street, northeast and southwest corners.
- East Hansen Avenue and Rancher Street.
- East Hansen Avenue and Redmond Street, northeast and southwest corners.
- East Hansen Avenue and Willow Street, northeast and southwest corners.
- East Karns Avenue and King Street, northeast and southwest corners.
- East Karns Avenue and Willow Street, northeast and southwest corners.
- East Kelly Avenue and Clark Street, southeast corner.
- East Kelly Avenue and King Street, northwest and southeast corners.
- East Kelly Avenue and Redmond Street, northeast and southwest corner.
- East Kelly Avenue and Vine Street, southeast corner.
- East Kelly Avenue and Willow Street.
- East Pearl Avenue and Gros Ventre Street, northeast and southwest corners.
- East Pearl Avenue and Jean Street, northwest and southeast corners.
- East Pearl Avenue and King Street, northwest and southeast corners.
- East Pearl Avenue and Willow Street.
- East Simpson Avenue and King Street, northeast and southwest corners.
- East Simpson Avenue and Pioneer Lane, northwest corner.
- East Simpson Avenue and Rancher Street, southeast corner.
- East Simpson Avenue and Redmond Street, northeast and southwest corners.
- East Simpson Avenue and Willow Street, northeast and southwest corners.
- East Snow King Avenue and King Street, northwest corner.
- East Snow King Avenue and Vine Street, northwest corner.
- East Snow King Avenue and Willow Street, northwest corner.
- Elk Run Lane and Powderhorn Lane, northeast corner.
- Hansen Avenue and Cache Street, northeast corner.
- Hidden Ranch Loop and Hidden Ranch Lane, southeast corner.
- High School Road and Corner Creek Lane, northwest corner.
- High School Road and Gregory Lane, northwest corner.
- High School Road and Middle School Road.
- High School Road and Rangeview Drive, northwest corner.
- Huff Lane and U.S. Highway 26, 89, 189 and 191, northeast corner.
- Karns Avenue and Cache Street, northeast and southwest corners.
- Kelly Avenue and Cache Street, northeast and southwest corners.
- Maple Way and Buffalo Way, northwest corner.
- Maple Way and Dogwood Lane, southeast corner.
- Maple Way and Elk Run Lane, southeast corner.
- Maple Way and Powderhorn Lane.
- Maple Way and Scott Lane, southeast corner. (Ord. 1046 § 1, 2013.)
- Martin Lane and Gregory Lane, northeast corner.
- Meadowlark Lane and Powderhorn Lane, southwest corner.
- Meadowlark Lane and U.S. Highway 26, 89, 189, and 191, northeast corner.
- On Corner Creek Lane at its Y intersection, the northeast corner.
- On Corner Creek Lane, facing generally north and located at 2174 Corner Creek Lane.
- On Corner Creek Lane, facing generally south and located at 2184 Corner Creek Lane.
- Pearl Avenue and Cache Street.
- Perry Street and North Cache Street, southwest corner.
- Pine Drive and South Cache Street, southwest corner. (Res 11-04, 2011)
- Rangeview Drive and South Park Loop Road, northeast corner.
- Rangeview Drive/Cottonwood Park Rangeview western entrance spur from South Park Loop Road, southwest corner.
- Redmond Street and Hansen Avenue, northwest and southeast corners. (Res 18-01, 2018)
- Rodeo Drive and Hillside Drive, southwest corner.
- Rodeo Drive and Lariat Loop, northeast corner.
- Rodeo Drive and Rodeo Drive Loop, northeast corner.
- Simon Lane and Scott Lane.
- Simpson Avenue and Cache Street, northeast corner.

- Smith Lane and Scott Lane, southwest corner.
- Snow King Avenue and Cache Street.
- South Cache Drive and Kelly Avenue, northwest and southeast corners. (Res 18-01, 2018)
- South Milward and Aspen Drive, northeast and southwest corners. (Ord. 1046 § 1, 2013)
- South Milward and Pine Drive, northeast and southwest corners. (Ord. 1046 § 1, 2013)
- South Park Loop Road and Blair Drive, northeast corner.
- South Park Loop Road and Blair Drive.
- South Park Loop Road and Gregory Lane, southeast corner.
- South Park Loop Road and Rangeview Drive, northeast corner.
- South Park Loop Road and Whitehouse Drive, northwest and southeast corners.
- Stellaria and Hidden Ranch Loop, southwest corner.
- Teton Avenue and Jean Street, northeast corner.
- Tribal Trail Road and Cherokee Lane, northeast corner.
- Tribal Trail Road and Lakota Lane, northeast corner.
- Tribal Trail Road and Seneca Lane, northeast corner.
- West Broadway Avenue and Glenwood Street, southeast corner.
- West Broadway Avenue and Jackson Street, northwest and southeast corners.
- West Broadway Avenue and Karns Meadow Drive, southeast corner. (Res. 15-02, 2015)
- West Broadway Avenue and Powderhorn Lane, southeast corner.
- West Broadway Avenue and Virginian Lane, southeast corner.
- West Deloney Avenue and Glenwood Street, northwest and southeast corners.
- West Deloney Avenue and Jackson Street, northeast and southwest corners.
- West Deloney Avenue and Milward Street, northeast and southwest corners. (Ord. 1046 § 1, 2013)
- West Gill Avenue and Glenwood Street, northwest and southeast corners.
- West Gill Avenue and Milward Street, northeast and southwest corners. (Ord. 1046 § 1, 2013)
- West Gill Avenue and North Milward Street, southeast and northwest corners. (Ord. 1046 § 1, 2013; Res 11-04, 2011)
- West Hansen and South Jackson Street, northeast and southwest corners.
- West Hansen Avenue and Flat Creek Drive, southwest corner.
- West Hansen Avenue and Milward Street, northeast and southwest corners. (Ord. 1046 § 1, 2013)
- West Karns Avenue and Clissold Street, northwest corner.
- West Karns Avenue and Flat Creek Drive, northeast corner.
- West Karns Avenue and Glenwood Street, northeast and southwest corners.
- West Karns Avenue and Milward Street, northeast corner. (Ord. 1046 § 1, 2013)
- West Kelly Avenue and Clissold Street, northwest and southeast corners.
- West Kelly Avenue and Flat Creek Drive.
- West Kelly Avenue and Glenwood Street, northwest and southeast corners.
- West Kelly Avenue and Jackson Street, northwest and southeast corners.
- West Kelly Avenue and Millward Street, northeast and southwest corners. (Res. 15-21, 2015)
- West Kelly Avenue and Milward Street, northwest and southeast corners. (Ord. 1046 § 1, 2013)
- West Mercill Avenue and Glenwood Street, northwest and southeast corners.
- West Mercill Avenue and Milward Street/Saddle Butte Drive, northwest corner. (Ord. 1046 § 1, 2013)
- West Pearl Avenue and Clissold Street, southeast corner.
- West Pearl Avenue and Glenwood Street, northwest and southeast corners.
- West Pearl Avenue and Jackson Street, northwest and southeast corners.
- West Pearl Avenue and Milward Street. (Ord. 1046 § 1, 2013)
- West Simpson Avenue and Jackson Street, northeast and southwest corners.
- West Simpson Avenue and Milward Street, northeast and southwest corners. (Ord. 1046 § 1, 2013)
- West Snow King and Rodeo Drive, southeast corner.
- West Snow King Avenue and Flat Creek Drive, northwest, southwest, northeast and southwest corners.
- West Snow King Avenue and Glenwood Street, northwest and southeast corners.
- West Snow King Avenue and Karns Meadow Drive. (Res. 15-02, 2015)

- West Snow King Avenue and Milward Street. (Ord. 1046 § 1, 2013)
- West Snow King Avenue and Scott Lane.
- West Snow King Avenue and Stacey Lane, southeast corner.
- West Snow King Avenue and Virginian Lane.
- Whitehouse Drive and Rangeview Drive, northwest corner.
- Whitehouse Drive and Seneca Lane, northeast and southwest corners (southerly intersection).
- Whitehouse Drive and Seneca Lane, southwest corner (northerly intersection).

All other intersections so designated by resolution of the Town Council of the Town of Jackson and at which appropriate traffic control devices have been erected pursuant to such action.

SCHEDULE 3. YIELD INTERSECTIONS

(Refer to Section 10.04.100)

- Alpine Lane and May Way, southeast corner. (Ord. 1046 § 1, 2013)
- Arapahoe Lane at Trails End, northwest and southeast corners.
- Aspen Drive and Flat Creek Drive, northeast and southwest corners.
- Cedar Loop at Corner Creek Lane, northeast and northwest corners.
- Center Street at East Broadway, northwest corner.
- Corner Creek Lane and Daisy Lane, southeast corner.
- Coulter Avenue and Flat Creek Drive, southwest corner.
- Daisy Lane and Lilac Lane, northwest corner.
- East Hansen Avenue and Nelson Drive, southwest corner.
- East Karns Avenue and Vine Street, southwest corner.
- East Simpson Avenue and Gros Ventre Street, northeast and southwest corners.
- East Simpson Avenue and Jean Street, northwest corner.
- Martin Lane at Carol Lane, northeast corner.
- Pearl Avenue and Rancher Street, southeast corner.
- Perry Street and Glenwood Street, northeast corner.
- Pine Drive and Flat Creek Drive, northwest corner.
- Rangeview Drive and Alpine View Lane (northerly intersection), northeast corner.
- Rangeview Drive and Alpine View Lane (southerly intersection), northeast corner.
- Rangeview Drive and Canyon Drive (northerly intersection), northeast corner.
- Rangeview Drive and Canyon Drive (southerly intersection), northwest corner.
- Rangeview Drive and Mountain View Drive (easterly intersection), southeast corner.
- Rangeview Drive and Mountain View Drive (westerly intersection), southeast corner.
- Rangeview Drive and the Cottonwood Park Rangeview Neighborhood Addition to the Town of Jackson southern entrance spur from High School Road, southeast corner.
- Scott Lane and Maple Way, northwest corner. (Ord. 1046 § 1, 2013)
- Smith Lane and May Way, northeast and southwest corners. (Ord. 1046 § 1, 2013)
- West Gill Avenue and Jackson Street, northwest and southeast corners.
- West Hansen Avenue and Clissold Street, northeast corner.
- West Simpson Avenue Clissold Street, northeast corner.

All other intersections so designated by resolution of the Town Council of the Town of Jackson and at which appropriate traffic control devices have been erected pursuant to such action.

STAFF REPORT

Meeting Date:	February 22, 2022	**Meeting Title:**	Regular Meeting
Submitting Department:	Community Development	**Presenter:**	Tyler Sinclair
Agenda Item:	P21-172 - First Reading of Ordinance C – Definition of Family	**Public Comment:**	Yes

Purpose & Policy Considerations.
To approve at First Reading Ordinance C to amend the Town of Jackson's Land Development Regulations (LDRs) as directed by the Town Council to:

- Introduce Residential Occupancy Standards
- Remove and replace the definition "Family"
- Replace all terms encompassing "family" with "household unit"
- Delete a Dormitory Use and amend to Group Home Use.

Requested Action.
To consider approval of Ordinance C on First reading.

Recommendation.
The Community Development Director recommends approval of the proposed Ordinance C as presented.

Background.
At the October 18, 2021, Town Council regular meeting the Council voted unanimously to approve the proposed amendments and directed staff to prepare an Ordinance(s) to amend the LDRs as presented.

Analysis.
Please see the attached ordinance that provides all proposed changes to the LDRs, in strikethrough and in red text at first reading. Staff has also noted omitted pages before and after the proposed changes for ease of review and tracking by Council and the Public.

Findings
Below are the findings that the Council approved at the regular meeting on October 18, 2021.

Zoning Text Amendment (P21-093): Pursuant to Section 8.7.1.C of the Town of Jackson Land Development Regulations, the advisability of amending the text of these LDRs is a matter committed to the legislative discretion of the Town Council and is not controlled by any one factor. In deciding to adopt or deny a proposed LDR text amendment the Town Council shall consider factors including, but not limited to, the extent to which the proposed amendment:

1. ***Is consistent with the purposes and organization of the LDRs;***
   Complies. One of the primary purposes of the LDRs is to implement the community's housing goals. The proposed text amendment will accomplish this goal by helping to allow for different household types, which is consistent with meeting the goal to house 65% of the workforce locally.

2. ***Improves the consistency of the LDRs with other provisions of the LDRs;***

Complies.

3. ***Provides flexibility for landowners within standards that clearly define desired character;***
   Complies. Staff finds that the proposed text amendment provides flexibility for potential landowners to pool financial resources in order to purchase a home, even if the individuals do not meet the traditional definition of a family. This amendment does not exempt the development from compliance with all other applicable LDRs.

4. ***Is necessary to address changing conditions, public necessity, and/or state or federal legislation;***
   Complies. Staff finds that the proposed text amendment allows for contemporary household units that are often not based on blood relations. Staff recognizes that those struggling to find stable, affordable housing in the Town regularly choose to live with multiple unrelated individuals to decrease the cost burden to individuals. Members of the community have made public comment and contacted staff, urging the amendment of standards to all for non-traditional household units.

5. ***Improves implementation of the Comprehensive Plan; and***
   Not Applicable per Wyoming State statute.

6. ***Is consistent with other adopted Town Ordinances.***
   Complies. The proposed amendment does not conflict with any other Town Ordinances.

Possible Alternatives.
N/A

Comprehensive Plan & Priority Alignment.
Staff finds that zoning applications should not be evaluated for consistency with the Comprehensive Plan per a court decision by the Wyoming Supreme Court.

Fiscal Impact.
Staff retained Code Studio our Land Development Regulation consultants to assist in this significant code amendment in the amount of $2,500.00.

Staff Impact.
Staff time to complete this ordinance was approximately 50 hours from the Legal, Planning Department and code consultants, Code Studio.

Attachments or Links.
Ordinance C

Suggested Motion.

I move to approve Ordinance C on first reading.

ORDINANCE C

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1074 (PART), 1164, 1166, 1170, 1196 THROUGH 1199, 1210 THROUGH 1222, 1227, 1270, AND 1278; SECTION 2 OF TOWN OF JACKSON ORDINANCE NOS. 1166, 1170, AND 1197; SECTION 3 OF TOWN OF JACKSON ORDINANCE NO. 1166; AND SECTIONS 1.9.2.B, 1.9.3.B THROUGH D, 2.2.2.A, 2.2.2.C & D, 2.2.3.A, 2.2.4.A, 2.2.4.C & D, 2.2.5.A, 2.2.5.C & D, 2.2.6.A, 2.2.6.C THROUGH E, 2.2.7.A THROUGH E, 2.2.8.A THROUGH E, 2.2.9.A THROUGH E, 2.2.10.C & D, 2.2.11.C & D, 2.2.12.C & D, 2.2.13.C & D, 2.2.14.A, 2.2.14.C & D, 2.2.15.A, 2.2.15.C & D, 2.2.16.D, 2.2.17.D, 2.3.10.C & D, 2.3.13.D, 3.3.1.B THROUGH D, 4.2.2.D, 5.4.1.C, 5.5.2.A, 5.5.3.B, 5.9.6.C, 6.1.1.F, 6.1.4.A THROUGH G, 6.1.11.B & C, 6.6.11.F & G, 6.2.1.A, 6.2.5.A & B, 6.3.2.A THROUGH C, 6.3.3.A, 6.3.4.A, 6.3.4.C, 6.4.2.A, 7.5.3.C & D, 7.6.2.A, 7.8.4.B, 8.2.2.B, 9.4.6.A & E, 9.5.A, 9.5.D, 9.5.F, 9.5.H, 9.5.K, AND 9.5.T OF THE LAND DEVELOPMENT REGULATIONS OF THE TOWN OF JACKSON REGARDING THE DEFINITION OF FAMILY AND HOUSEHOLDS.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

SECTION I.

Section 1 of Town of Jackson Ordinance Nos. 1074 (part), 1164, 1166, 1170, 1196 THROUGH 1199, 1210 through 1222, 1227, and 1270; Section 2 of Town of Jackson Ordinance No. 1074 (part), 1166, 1170, and 1197; Section 3 of Town of Jackson Ordinance No. 1166; and Sections 1.9.2.B, 1.9.3.B through D, 2.2.2.A, 2.2.2.C & D, 2.2.3.A, , 2.2.4.A, 2.2.4.C & D, 2.2.5.A, 2.2.5.C & D, 2.2.6.A, 2.2.6.C through E, 2.2.7.A through E, 2.2.8.A through E, 2.2.9.A through E, 2.2.10.C & D, 2.2.11.C & D, 2.2.12.C & D, 2.2.13.C & D, 2.2.14.A, 2.2.14.C & D, 2.2.15.A, 2.2.15.C & D, 2.2.16.D, 2.2.17.D, 2.3.10.C & D, 2.3.13.D, 3.3.1.B through D, 4.2.2.D, 5.4.1.C, 5.5.2.A, 5.5.3.B, 5.9.6.C, 6.1.1.F, 6.1.4.A through G, 6.1.11.B & C, 6.6.11.F & G, 6.2.1.A, 6.2.5.A & B, 6.3.2.A through C, 6.3.3.A, 6.3.4.A, 6.3.4.C, 6.4.2.A, 7.5.3.C & D, 7.6.2.A, 7.8.4.B, 8.2.2.B, 9.4.6.A & E, and 9.5.A, 9.5.D, 9.5.F, 9.5.H, 9.5.K, and 9.5.T of the Land Development Regulations of the Town of Jackson are hereby amended and reenacted to read as set forth on the following pages:

Prior pages i through 1-14 omitted

B. Maintenance, Alteration, Expansion, and Replacement

Maintenance, alteration, replacement, or expansion of a nonconforming physical development shall only be permitted if all 6 of the following standards are met.

1. **No Increase in Nonconformity.** Maintenance, alteration, replacement, or expansion shall not increase the nonconformity and shall otherwise comply with all applicable standards of these LDRs, except that maintenance, alteration, or expansion of a nonconforming ~~Detached Single- Family Unit~~ detached dwelling or property listed on the Jackson Historic Register shall not be subject to this limitation (e.g., an addition to a house or structure on the Jackson Historic Register that is nonconforming as to height may be the same height as the existing nonconforming house or historic structure).

   > **EXAMPLE:** An addition must meet all setbacks, floor area limits, and other standards even if a portion of the structure being added to does not meet a setback, except that a ~~Detached Single- Family Unit~~ detached dwelling may be expanded to the same nonconforming setback.

2. **Maintenance and Alteration.** A nonconforming physical development may be maintained or altered.

3. **Expansion.** A nonconforming physical development shall be brought into compliance with all applicable standards of these LDRs upon cumulative expansion of greater than 20% of its floor area or site area. Cumulative expansion is the sum of all expansions from the date the physical development became nonconforming, including all expansions under prior LDRs if the physical development became nonconforming under prior LDRs and remains nonconforming. The following exceptions shall apply to this limit on expansion.

   a. ~~Detached Single-Family Unit~~ Detached Dwelling. This standard shall not limit the expansion of a ~~Detached Single-Family Unit~~ Detached Dwelling.

   b. **Jackson Historic Register.** This standard shall not limit expansion of a property listed on the Jackson Historic Register.

   c. **Workforce Housing Incentive.** Floor area added using the Deed Restricted Housing Exemption (Sec. 7.8.3.) or Workforce Housing Floor Area Bonus (Sec. 7.8.4.) shall not be included in the calculation of expansion.

   d. **Nonconforming Bulk and Form Standards.** This standards shall not limit expansion of a building that is nonconforming with one or more of the following standards.

      i. Minimum stories in a street setback

      ii. Building stepback

      iii. Pedestrian frontage

      iv. Building frontage

1-16 through 1-17 omitted

C. Use, Development Options, and Subdivision

1. A nonconforming physical development shall be used in compliance with these LDRs. Nonconforming use of a nonconforming physical development shall be subject to Sec. 1.9.3.

2. A nonconforming building shall not be subdivided into condominiums or townhomes, unless the subdivision brings the physical development into compliance with these LDRs.

3. A boundary adjustment pursuant to Sec. 8.5.6. of a site that includes nonconforming physical development shall not increase the nonconformity of the physical development.

4. A subdivision or development option on a site with nonconforming physical development shall require all physical development on the site, except existing buildings, comply with these LDRs.

1.9.3. Nonconforming Uses (7/18/18, Ord. 1199)

A. Applicability

A nonconforming use is declared generally incompatible with the character of the zone or overlay in which it is located. This Section shall apply to:

1. A lawfully established use that is not allowed in the zone or overlay;

2. A lawfully established conditional or special use that does not have an approved Conditional Use Permit or Special Use Permit; and

3. A lawfully established use that does not comply with the use standards applicable to the zone or overlay. Use standards applicable to all zones are found in Article 6. Use standards applicable to specific zones are found in Subsection C of the zone-specific sections found in Article 2. -Article 4.

B. Expansion

1. A nonconforming use may only be expanded a cumulative total of 20% in the floor area and site area occupied and/or the daily and annual duration of operation, except that a nonconforming ~~Detached Single-Family~~ Detached Dwelling shall not be subject to this limitation.

2. An expansion of a nonconforming use shall not create or increase nonconformity with use-based standards such as parking and affordable workforce housing.

3. An expansion of a nonconforming use shall comply with all physical development, development option, and subdivision standards of these LDRs.

4. An expansion of a use that is nonconforming because it does not have an approved CUP or SUP requires approval of a CUP or SUP upon 20% cumulative total expansion in the floor area and site area occupied and/or the daily and annual duration of operation.

C. Change in Use

A nonconforming use, except a ~~Detached Single-Family Unit~~ Detached Dwelling, may be changed to another nonconforming use provided all 3 of the following standards are met.

1. The new use is a materially less intense nonconforming use. The determination of the level of intensity shall include, but is not limited to, consideration of traffic generated (amounts and type), impacts on access, parking demand, proposed level of activity, operational characteristics, and other potentially adverse impacts on neighboring lands.

2. The new use shall not create or increase nonconformities with use-based standards such as parking and affordable workforce housing.

3. The new use shall obtain a Conditional Use Permit pursuant to Sec. 8.4.3.

D. Discontinuance

1. If a nonconforming use is operationally discontinued for a period of more than one year, whether or not the equipment or furniture is removed, the use shall not be reestablished or resumed, and any subsequent use of the site shall conform to these LDRs, except that a nonconforming ~~Detached Single-Family~~ Detached Dwelling that is torn down or has structural support willfully removed or replaced shall not be rebuilt.

2. When government action other than those described in 1.9.1.I a natural disaster, or any other action not considered a willful act of the owner or occupant can be documented as the reason for discontinuance, the nonconforming use may be discontinued for longer than one year provided an application to reconstruct or reestablish the use is submitted to the Planning Director within one year from cessation of the use, and reconstruction or reestablishment is completed within the time period established in the permit approved for the reconstruction or reestablishment.

3. Once a nonconforming principal use is discontinued, all associated accessory uses shall discontinue within 31 days or a sufficient application to permit each accessory use in association with another principal use shall be submitted within 31 days.

4. Time spent maintaining, altering, replacing, or expanding a structure or site devoted to the nonconforming use is not considered a discontinuance of the use, provided:

    a. All appropriate permits or approvals are obtained;

    b. The maintenance, alteration, replacement, or expansion is completed within 18 months after commencement; and

    c. The use is reestablished within 31 days after completion of the maintenance, alteration, replacement, or expansion.

Pages 1-20 through 2-11 omitted

2.2.2. NL-1: Neighborhood Low Density-1
(3/6/19, Ord. 1210)

A. Intent

1. General Intent: The intent of the Neighborhood Low Density-1 (NL-1) zone is to provide for places with enough open space and sufficient lot size to provide a predominance of landscape and yards over buildings. Buildings and development should be oriented to respect steep slopes, preserve open space, and provide for wildlife movement through the property. This zone is intended for Stable neighborhoods where increased residential density is not intended.

2. Buildings: Buildings can be up to 2 stories in height. Multiple buildings on a site is common. Incentives are provided to encourage variety in roof pitch and design.

3. Parking: Parking is provided primarily on-site in garages or with surface spaces. Parking is typically accessed from a primary street, often including longer driveways.

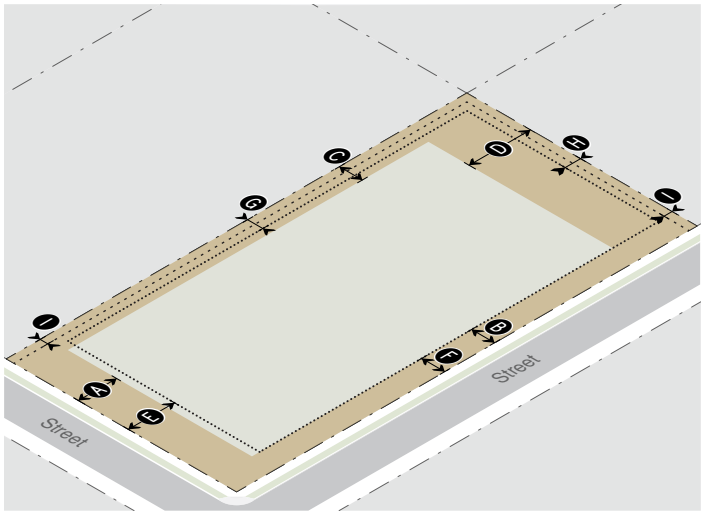
4. Land Use: ~~Single-family~~ Detached homes, accessory structures, and ARUs are the primary land uses.

5. Comprehensive Plan: Based primarily on Subarea 6.2 in the Comprehensive Plan.

B. Physical Development

Standards applicable to physical development are provided in this Section. Where a cross-reference is listed, see the referenced division or section for additional standards. Standards in Article 5. apply unless stated otherwise.

1. Lot Standards



Primary Building Setbacks	(Sec. 9.4.8.)	
Primary street (min)	25’	A
Secondary street (min)	15’	B
Side interior (min)	15’	C
Rear (min)	40’	D
Accessory Structure Setbacks	(Sec. 9.4.8.)	
Primary street (min)	30’	E
Secondary street (min)	15’	F
Side interior/rear (min)	10’	G
Rear (min)	10’	H
Site Development Setbacks		
All site development, excluding driveways, sidewalks, or parking.		
Primary/secondary street (min)	Same as primary building	
Side interior/rear (min)	5’	I
Landscaping	(Div. 5.5.)	
Landscape surface ratio (min)	.60	
Plant units (min)		
Residential	1 per lot	
Nonresidential	1 per 1,000 sf of landscape area	
Parking lot (all uses)	1 per 12 parking spaces	

Pages 2-13 through 2-14 omitted

10. Required Physical Development Permits						
Physical Development	Sketch Plan (Sec. 8.3.2.)	Development Plan (Sec. 8.3.3.)	Building Permit (Sec. 8.3.4.)	DRC Review (Sec. 8.2.6.)	Sign Permit (Sec. 8.3.6.)	Grading Permit (Sec. 8.3.5.)
Dwelling Unit						
< 5 units			X			(Sec. 5.7.1.)
5 - 10 units		X	X			(Sec. 5.7.1.)
> 10 units	X	X	X			(Sec. 5.7.1.)
Nonresidential Floor Area						
≤ 5,000 sf			X	X		(Sec. 5.7.1.)
5,001 - 15,000 sf		X	X	X		(Sec. 5.7.1.)
> 15,000 sf	X	X	X	X		(Sec. 5.7.1.)
Sign					X	(Sec. 5.7.1.)

C. Allowed Uses and Use Standards

Standards applicable to uses in the NL-1 zone are provided or referenced below. Allowed uses are listed in Subsection 1. Uses that are not listed are prohibited, unless a similar use determination is made pursuant to 6.1.2.D. Where a cross reference is provided, please see the referenced division or section for additional standards applicable in the NL-1 zone. This Subsection is intended to indicate all of the use standards applicable in the NL-1 zone, however, all standards in Article 6. are applicable in the NL-1 zone, unless stated otherwise.

1. Allowed Uses				2. Use Requirements	
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Div. 6.2.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Open Space					
Agriculture (6.1.3.B.)	B	n/a	n/a	n/a	exempt
Residential					
~~Detached Single-Family Unit~~ Detached Dwelling (6.1.4.B.)	Y	1 unit per lot	8,000 sf habitable excluding basement	2/DU	0.000017(sf) + (Exp(-15.49 + 1.59*Ln(sf)))/2.176
Group Home (6.1.4.G.) (E.1)	C	15 rooms per acre	n/a	0.5/bed	exempt
Institutional					
Assembly (6.1.8.B.)	C	n/a	n/a	independent calculation	independent calculation
Transportation/Infrastructure					
Utility Facility (6.1.10.C.)	C	n/a	n/a	1/employee + 1/stored vehicle	0.000123 * sf
Wireless Communications Facilities (6.1.10.D.)				1/employee + 1 per stored vehicle	0.000123 * sf
Minor	B	n/a	n/a		

Y=Use allowed, no use permit required, B=Basic Use Permit (Sec. 8.4.2.), C=Conditional Use Permit (Sec. 8.4.3.)

1. Allowed Uses				2. Use Requirements	
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Div. 6.2.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Accessory Uses					
Accessory Residential Unit (6.1.11.B.) (E.2.)	B	1 unit per lot	(E.2.)	1/DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	exempt
Home Occupation (6.1.11.D.)	B	n/a	n/a	n/a	exempt
Home Business (6.1.11.E.)	C	n/a	n/a	1/employee	exempt
~~Family~~ Home Daycare (6.1.11.F.)	B	n/a	n/a	1/employee + 1 off-street pick-up/drop-off	exempt
Home Daycare Center (6.1.11.G.)	C	n/a	n/a	1/employee + 2 off-street pick-up/drop-off	exempt
Temporary Uses					
Temporary Shelter (6.1.12.D.)	B	1 unit per lot	n/a	2/DU	exempt
Temp. Gravel Extraction and Processing (6.1.12.F.)	B	n/a	n/a	1/employee	exempt

Y=Use allowed, no use permit required, B=Basic Use Permit (Sec. 8.4.2.), C=Conditional Use Permit (Sec. 8.4.3.)

3. Operational Standards	
Outdoor Storage	(Sec. 6.4.1.)
Refuse and Recycling	(Sec. 6.4.2.)
Trash & recycling enclosure required	> 4 DUs and all nonresidential
Noise	(Sec. 6.4.3.)
Sound level at property line (max)	65 DBA
Vibration	(Sec. 6.4.4.)
Electrical Disturbances	(Sec. 6.4.5.)
Fire and Explosive Hazards	(Sec. 6.4.6.)

D. Development Options and Subdivision

Standards applicable to development options and subdivision in the NL-1 zone are provided or referenced below. Where a cross reference is provided, please see the referenced division or section for additional standards applicable in the NL-1 zone. This Subsection is intended to indicate all of the development option and subdivision standards applicable in the NL-1 zone, however, all standards in Article 7. are applicable in the NL-1 zone, unless stated otherwise.

1. Allowed Subdivision and Development Options		
Option	Lot Size (min)	Standards
Allowed Subdivision Options		
Land Division	43,560 sf	(Sec. 7.2.3.)

2. Residential Subdivision Requirements	
Schools and Parks Exaction	
Schools exaction	.020 acres per 1- or 2-~~family~~ unit dwelling .015 acres per multi-~~family~~ unit dwelling
Parks exaction	9 acres per 1,000 resident
3. Infrastructure	
Transportation Facilities	(Div. 7.6.)
Access	required
Right-of-way for Minor Local Road (min)	60’
Paved travel way for Minor Local Road (min)	20’
Required Utilities	(Div. 7.7.)
Water	public
Sewer	public

4. Required Subdivision and Development Option Permits

Option	Sketch Plan (Sec. 8.3.2.)	Development Plan (Sec. 8.3.3.)	Development Option Plan (Sec. 8.5.3.)	Subdivision Plat (Sec. 8.5.4.)
Land Division				
≤ 10 Lots		X		X
> 10 Lots	X	X		X

E. Additional Zone-specific Standards

The following standards apply in addition to all other standards applicable in the NL-1 zone.

1. Group Home Use Standards

Group Home uses shall be located at least 300 feet from an existing dwelling unit, unless the group home use was proposed as part of a development that included both the group home use and the dwelling units.

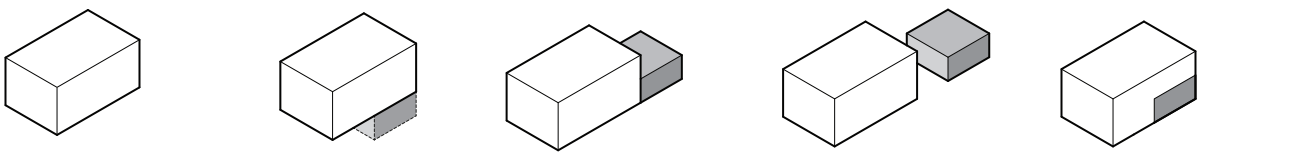
2. Accessory Residential Units (ARUs)

a. Home Occupations and Home Businesses in ARUs are prohibited.

b. A detached ARU on a lot less than 18,000 sf shall have a maximum habitable floor area of 500 sf. All other ARUs shall have a maximum habitable floor area of 800 sf

F. Configuration Options

Configuration options in the NL-1 zone include, but are not limited to, the following:



One Unit

One Unit
+ One basement ARU

One Unit
+ One attached ARU

One Unit
+ One detached ARU

One Unit
+ One internal/basement ARU

2.2.3. NL-2: Neighborhood Low Density-2
(3/6/19, Ord. 1211)

A. Intent

1. General Intent: The intent of the Neighborhood Low Density-2 (NL-2) zone is to provide for places with enough open space and sufficient lot size to provide a predominance of landscape and yards over buildings. Buildings and development should be oriented to respect steep slopes, preserve open space, and provide for wildlife movement through the property. This zone is intended for Stable neighborhoods where increased residential density is not intended.

2. Buildings: Buildings can be up to 2 stories in height. Multiple buildings on a site is common. Incentives are provided to encourage variety in roof pitch and design.

3. Parking: Parking is provided primarily on-site in garages or with surface spaces. Parking is typically accessed from a primary street, often including longer driveways.

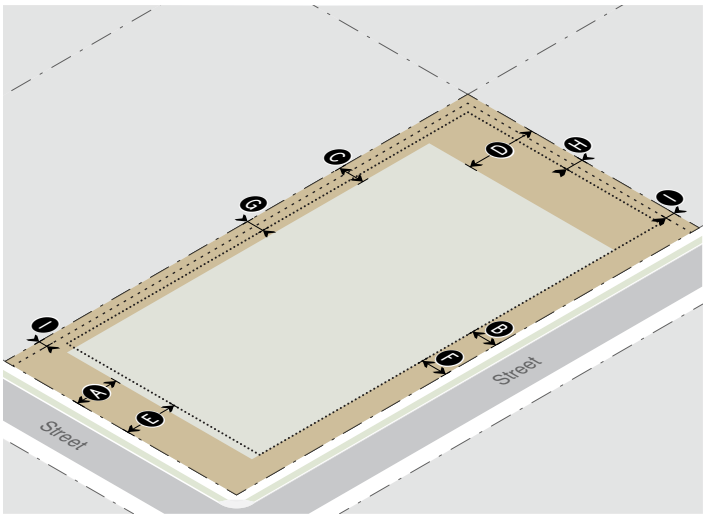
4. Land Use: ~~Single-family~~ Detached homes, accessory structures, and ARUs are the primary land uses.

5. Comprehensive Plan: Based primarily on Subarea 6.2 in the Comprehensive Plan.

B. Physical Development

Standards applicable to physical development are provided in this Section. Where a cross-reference is listed, see the referenced division or section for additional standards. Standards in Article 5 apply unless stated otherwise.

1. Lot Standards



Primary Building Setbacks	(Sec. 9.4.8.)	
Primary street (min)	25’	A
Secondary street (min)	15’	B
Side interior (min)	15’	C
Rear (min)	25’	D
Accessory Structure Setbacks	(Sec. 9.4.8.)	
Primary street (min)	30’	E
Secondary street (min)	15’	F
Side interior/rear (min)	10’	G
Rear (min)	10’	H
Site Development Setbacks		
All site development, excluding driveways, sidewalks, or parking.		
Primary/secondary street (min)	Same as primary building	
Side interior/rear (min)	5’	I
Landscaping	(Div. 5.5.)	
Landscape surface ratio (min)	.60	
Plant units (min)		
Residential	1 per lot	
Nonresidential	1 per 1,000 sf of landscape area	
Parking lot (all uses)	1 per 12 parking spaces	

Pages 2-19 through 2-20 omitted

10. Required Physical Development Permits						
Physical Development	Sketch Plan (Sec. 8.3.2.)	Development Plan (Sec. 8.3.3.)	Building Permit (Sec. 8.3.4.)	DRC Review (Sec. 8.2.6.)	Sign Permit (Sec. 8.3.6.)	Grading Permit (Sec. 8.3.5.)
Dwelling Unit						
< 5 units			X			(Sec. 5.7.1.)
5 - 10 units		X	X			(Sec. 5.7.1.)
> 10 units	X	X	X			(Sec. 5.7.1.)
Nonresidential Floor Area						
≤ 5,000 sf			X	X		(Sec. 5.7.1.)
5,001 - 15,000 sf		X	X	X		(Sec. 5.7.1.)
> 15,000 sf	X	X	X	X		(Sec. 5.7.1.)
Sign					X	(Sec. 5.7.1.)

C. Allowed Uses and Use Standards

Standards applicable to uses in the NL-2 zone are provided or referenced below. Allowed uses are listed in Subsection 1. Uses that are not listed are prohibited, unless a similar use determination is made pursuant to 6.1.2.D. Where a cross reference is provided, please see the referenced division or section for additional standards applicable in the NL-2 zone. This Subsection is intended to indicate all of the use standards applicable in the NL-2 zone, however, all standards in Article 6. are applicable in the NL-2 zone, unless stated otherwise.

1. Allowed Uses				2. Use Requirements	
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Div. 6.2.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Open Space					
Agriculture (6.1.3.B.)	B	n/a	n/a	n/a	exempt
Residential					
~~Detached Single-Family Unit~~ Detached Dwelling (6.1.4.B.)	Y	1 unit per lot	8,000 sf habitable excluding basement	2/DU	0.000017(sf) + (Exp(-15.49 + 1.59*Ln(sf)))/2.176
Group Home (6.1.4.G.) (E.1)	C	15 rooms per acre	n/a	0.5/bed	exempt
Institutional					
Assembly (6.1.8.B.)	C	n/a	n/a	independent calculation	independent calculation
Transportation/Infrastructure					
Utility Facility (6.1.10.C.)	C	n/a	n/a	1/employee + 1/stored vehicle	0.000123 * sf

Y=Use allowed, no use permit required, B=Basic Use Permit (Sec. 8.4.2.), C=Conditional Use Permit (Sec. 8.4.3.)

1. Allowed Uses				2. Use Requirements	
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Div. 6.2.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Wireless Communications Facilities (6.1.10.D.)					
Minor	B	n/a	n/a	1/employee + 1 per stored vehicle	0.000123 * sf
Accessory Uses					
Accessory Residential Unit (6.1.11.B.) (E.2)	B	1 unit per lot	(E.2)	1/DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	exempt
Home Occupation (6.1.11.D.)	B	n/a	n/a	n/a	exempt
Home Business (6.1.11.E.)	C	n/a	n/a	1/employee	exempt
~~Family~~ Home Daycare (6.1.11.F.)	B	n/a	n/a	1/employee + 1 off-street pick-up/drop-off	exempt
Home Daycare Center (6.1.11.G.)	C	n/a	n/a	1/employee + 2 off-street pick-up/drop-off	exempt
Temporary Uses					
Temporary Shelter (6.1.12. D.)	B	1 unit per lot	n/a	2/DU	exempt
Temp. Gravel Extraction and Processing (6.1.12.F.)	B	n/a	n/a	1/employee	exempt

Y=Use allowed, no use permit required, B=Basic Use Permit (Sec. 8.4.2.), C=Conditional Use Permit (Sec. 8.4.3.)

3. Operational Standards	
Outdoor Storage	(Sec. 6.4.1.)
Refuse and Recycling	(Sec. 6.4.2.)
Trash & recycling enclosure required	> 4 DUs and all nonresidential
Noise	(Sec. 6.4.3.)
Sound level at property line (max)	65 DBA
Vibration	(Sec. 6.4.4.)
Electrical Disturbances	(Sec. 6.4.5.)
Fire and Explosive Hazards	(Sec. 6.4.6.)

D. Development Options and Subdivision

Standards applicable to development options and subdivision in the NL-2 zone are provided or referenced below. Where a cross reference is provided, please see the referenced division or section for additional standards applicable in the NL-2 zone. This Subsection is intended to indicate all of the development option and subdivision standards applicable in the NL-2 zone, however, all standards in Article 7. are applicable in the NL-2 zone, unless stated otherwise.

1. Allowed Subdivision and Development Options		
Option	Lot Size (min)	Standards
Allowed Subdivision Options		
Land Division	21,780 sf	(Sec. 7.2.3.)

2. Residential Subdivision Requirements	
Schools and Parks Exaction	
Schools exaction	.020 acres per 1- or 2-~~family~~ unit dwelling .015 acres per multi-~~family~~ unit dwelling
Parks exaction	9 acres per 1,000 resident
3. Infrastructure	
Transportation Facilities	(Div. 7.6.)
Access	required
Right-of-way for Minor Local Road (min)	60’
Paved travel way for Minor Local Road (min)	20’
Required Utilities	(Div. 7.7.)
Water	public
Sewer	public

4. Required Subdivision and Development Option Permits				
Option	Sketch Plan (Sec. 8.3.2.)	Development Plan (Sec. 8.3.3.)	Development Option Plan (Sec. 8.5.3.)	Subdivision Plat (Sec. 8.5.4.)
Land Division				
≤ 10 Lots		X		X
> 10 Lots	X	X		X

E. Additional Zone-specific Standards

The following standards apply in addition to all other standards applicable in the NL-2 zone.

1. Group Home Use Standards

Group Home uses shall be located at least 300 feet from an existing dwelling unit, unless the group home use was proposed as part of a development that included both the group home use and the dwelling units.

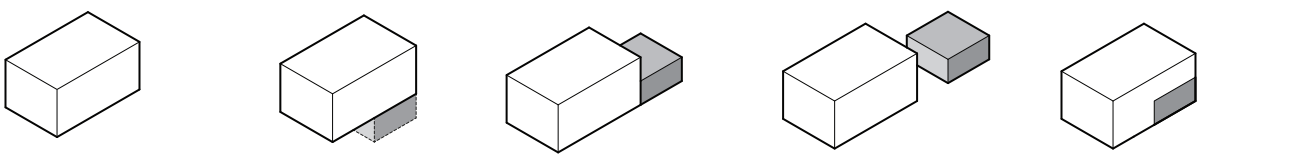
2. Accessory Residential Units (ARUs)

a. Home Occupations and Home Businesses in ARUs are prohibited.

b. A detached ARU on a lot less than 18,000 sf shall have a maximum habitable floor area of 500 sf. All other ARUs shall have a maximum habitable floor area of 800 sf.

F. Configuration Options

Configuration options in the NL-2 zone include, but are not limited to, the following:



2.2.4. NL-3: Neighborhood Low Density-3
(3/6/19, Ord. 1212)

A. Intent

1. General Intent: The intent of the Neighborhood Low Density-3 (NL-3) zone is to recognize existing residential neighborhoods and subdivisions and allow development of ~~Single-Family~~ Detached homes with up to one Accessory Residential Unit (ARU) in a way that is consistent with the existing neighborhood character. This zone is intended for Stable neighborhoods where increased residential density is not intended.

2. Buildings: Buildings can be up to 2 stories in height. Multiple buildings on a site is common. Incentives are provided to encourage variety in roof pitch and design.

3. Parking: Parking is provided primarily on-site in garages or with surface spaces. Parking is typically accessed from a primary street.

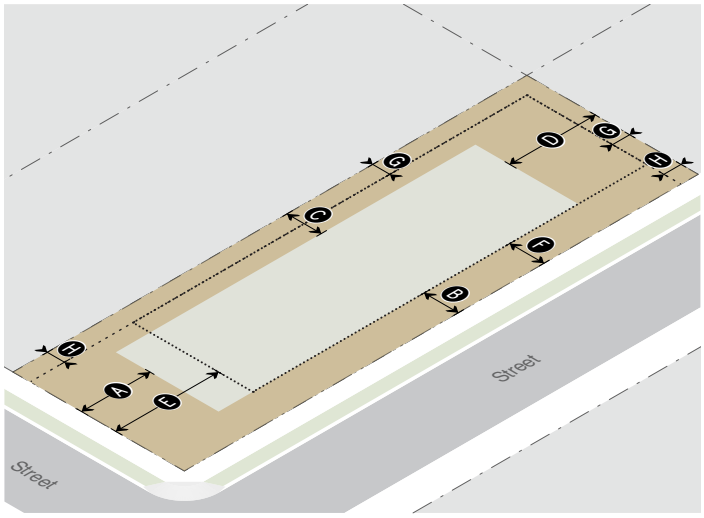
4. Land Use: ~~Single-family~~ Detached homes, accessory structures, and ARUs are the primary land uses.

5. Comprehensive Plan: Based primarily on Subareas 3.1, 5.5, and 6.1 in the Comprehensive Plan.

B. Physical Development

Standards applicable to physical development are provided in this Section. Where a cross-reference is listed, see the referenced division or section for additional standards. Standards in Article 5 apply unless stated otherwise.

1. Lot Standards



Primary Building Setbacks	(Sec. 9.4.8.)	
Primary street (min)	20’	A
Secondary street (min)	10’	B
Side interior (min)	10’	C
Rear (min)	25’	D
Accessory Structure Setbacks	(Sec. 9.4.8.)	
Primary street (min)	30’	E
Secondary street (min)	10’	F
Side interior/rear (min)		G
>14 feet in height	10’	
≤14 feet in height	5’	
Second floor deck	10’	
Site Development Setbacks		
All site development, excluding driveways, sidewalks, or parking.		
Primary/secondary street (min)	Same as primary building	
Side interior/rear (min)	5’	H
Landscaping	(Div. 5.5.)	
Landscape surface ratio (min)	.45	
Plant units (min)	1 per lot	

Pages 2-25 through 2-26 omitted

C. Allowed Uses and Use Standards

Standards applicable to uses in the NL-3 zone are provided or referenced below. Allowed uses are listed in Subsection 1. Uses that are not listed are prohibited, unless a similar use determination is made pursuant to 6.1.2.D. Where a cross reference is provided, please see the referenced division or section for additional standards applicable in the NL-3 zone. This Subsection is intended to indicate all of the use standards applicable in the NL-3 zone, however, all standards in Article 6. are applicable in the NL-3 zone, unless stated otherwise.

1. Allowed Uses				2. Use Requirements	
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Div. 6.2.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Open Space					
Agriculture (6.1.3.B.)	B	n/a	n/a	n/a	exempt
Residential					
~~Detached Single-Family Unit~~ Detached Dwelling (6.1.4.B.)	Y	1 unit per lot	8,000 sf habitable excluding basement	2/DU	0.000017(sf) + (Exp(-15.49 + 1.59*Ln(sf)))/2.176
Transportation/Infrastructure					
Utility Facility (6.1.10C.C.)	C	n/a	n/a	1/employee + 1/stored vehicle	0.000123 * sf
Wireless Communications Facilities (6.1.10.D.)					
Minor	B	n/a	n/a	1/employee + 1 per stored vehicle	0.000123 * sf
Accessory Uses					
Accessory Residential Unit (6.1.11.B) (E.1)	B	1 unit per lot	(E.1)	1/DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	exempt
Home Occupation (6.1.11.D.)	B	n/a	n/a	n/a	exempt
Home Business (6.1.11.E.)	C	n/a	n/a	1/employee	exempt
~~Family~~ Home Daycare (6.1.11.F.)	B	n/a	n/a	1/employee + 1 off-street pick-up/drop-off	exempt
Temporary Uses					
Temporary Shelter (6.1.12.D.)	B	1 unit per lot	n/a	2/DU	exempt
Temp. Gravel Extraction and Processing (6.1.12.F.)	B	n/a	n/a	1/employee	exempt

Y=Use allowed, no use permit required, B=Basic Use Permit (Sec. 8.4.2.), C=Conditional Use Permit (Sec. 8.4.3.)

3. Operational Standards	
Outdoor Storage	(Sec. 6.4.1.)
Refuse and Recycling	(Sec. 6.4.2.)
Trash & recycling enclosure not required	
Noise	(Sec. 6.4.3.)
Sound level at property line (max)	65 DBA
Vibration	(Sec. 6.4.4.)
Electrical Disturbances	(Sec. 6.4.5.)
Fire and Explosive Hazards	(Sec. 6.4.6.)

D. Development Options and Subdivision

Standards applicable to development options and subdivision in the NL-3 zone are provided or referenced below. Where a cross reference is provided, please see the referenced division or section for additional standards applicable in the NL-3 zone. This Subsection is intended to indicate all of the development option and subdivision standards applicable in the NL-3 zone, however, all standards in Article 7. are applicable in the NL-3 zone, unless stated otherwise.

1. Allowed Subdivision and Development Options		
Option	Lot Size (min)	Standards
Allowed Subdivision Options		
Land Division	7,500 sf	(Sec. 7.2.3.)
2. Residential Subdivision Requirements		
Schools and Parks Exaction		
Schools exaction	.020 acres per 1- or 2-~~family~~ unit dwelling .015 acres per multi-~~family~~ unit dwelling	
Parks exaction	9 acres per 1,000 resident	
3. Infrastructure		
Transportation Facilities		(Div. 7.6.)
Access		required
Right-of-way for Minor Local Road (min)		60’
Paved travel way for Minor Local Road (min)		20’
Required Utilities		(Div. 7.7.)
Water		public
Sewer		public

Page 2-29 ommitted

2.2.5. NL-4: Neighborhood Low Density-4
(3/6/19, Ord. 1213)

A. Intent

1. General Intent: The intent of the Neighborhood Low Density-4 (NL-4) zone is to recognize existing residential neighborhoods and subdivisions and allow development of ~~Single-Family~~ Detached homes with up to two Accessory Residential Units (ARUs) in a way that is consistent with the existing neighborhood character. This zone is intended for properties with alley access and for Stable neighborhoods where increased residential density is not intended.

2. Buildings: Buildings can be up to 2 stories in height. Multiple buildings on a site is common. Incentives are provided to encourage variety in roof pitch and design.

3. Parking: Parking is provided primarily on-site in garages or with surface spaces. Parking for new development will typically be accessed from an alley while existing development is often accessed from a primary street.

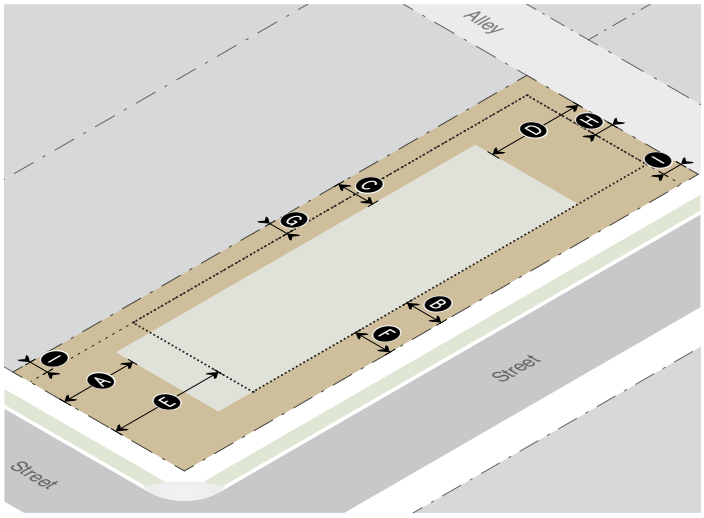
4. Land Use: ~~Single-family~~ Detached homes, accessory structures, and ARUs are the primary land uses.

5. Comprehensive Plan: Based primarily on Subarea 3.1 in the Comprehensive Plan.

B. Physical Development

Standards applicable to physical development are provided in this Section. Where a cross-reference is listed, see the referenced division or section for additional standards. Standards in Article 5 apply unless stated otherwise.

1. Lot Standards



Primary Building Setbacks	(Sec. 9.4.8.)	
Primary street (min)	20’	A
Secondary street (min)	10’	B
Side interior (min)	10’	C
Rear (min)	25’	D
Accessory Structure Setbacks	(Sec. 9.4.8.)	
Primary street (min)	30’	E
Secondary street (min)	10’	F
Side interior/rear (min)		G H
>14 feet in height	10’	
≤14 feet in height	5’	
Second floor deck	10’	
Site Development Setbacks		
All site development, excluding driveways, sidewalks, or parking.		
Primary/secondary street (min)	Same as primary building	
Side interior/rear (min)	5’	I
Landscaping	(Div. 5.5.)	
Landscape surface ratio (min)	.45	
Plant units (min)	1 per lot	

Pages 2-31 through 2-32 omitted

C. Allowed Uses and Use Standards

Standards applicable to uses in the NL-4 zone are provided or referenced below. Allowed uses are listed in Subsection 1. Uses that are not listed are prohibited, unless a similar use determination is made pursuant to 6.1.2.D. Where a cross reference is provided, please see the referenced division or section for additional standards applicable in the NL-4 zone. This Subsection is intended to indicate all of the use standards applicable in the NL-4 zone, however, all standards in Article 6. are applicable in the NL-4 zone, unless stated otherwise.

1. Allowed Uses				2. Use Requirements	
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Div. 6.2.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Open Space					
Agriculture (6.1.3.B.)	B	n/a	n/a	n/a	exempt
Residential					
~~Detached Single-Family Unit~~ Detached Dwelling (6.1.4.B.)	Y	1 unit per lot	8,000 sf habitable excluding basement	2/DU	0.000017(sf) + (Exp(-15.49 + 1.59*Ln(sf)))/2.176
Transportation/Infrastructure					
Utility Facility (6.1.10.C.)	C	n/a	n/a	1/employee + 1/stored vehicle	0.000123 * sf
Wireless Communications Facilities (6.1.10.D.)					
Minor	B	n/a	n/a	1/employee + 1 per stored vehicle	0.000123 * sf
Accessory Uses					
Accessory Residential Unit (6.1.11.B.) (E.1)	B	2 units per lot	n/a	1/DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	exempt
Home Occupation (6.1.11.D.)	B	n/a	n/a	n/a	exempt
Home Business (6.1.11.E.)	C	n/a	n/a	1/employee	exempt
~~Family~~ Home Daycare (6.1.11.F.)	B	n/a	n/a	1/employee + 1 off-street pick-up/drop-off	exempt
Temporary Uses					
Temporary Shelter (6.1.12.D.)	B	1 unit per lot	n/a	2/DU	exempt
Temp. Gravel Extraction and Processing (6.1.12.F.)	B	n/a	n/a	1/employee	exempt

Y=Use allowed, no use permit required, B=Basic Use Permit (Sec. 8.4.2.), C=Conditional Use Permit (Sec. 8.4.3.)

3. Operational Standards	
Outdoor Storage	(Sec. 6.4.1.)
Refuse and Recycling	(Sec. 6.4.2.)
Trash & recycling enclosure not required	
Noise	(Sec. 6.4.3.)
Sound level at property line (max)	65 DBA
Vibration	(Sec. 6.4.4.)
Electrical Disturbances	(Sec. 6.4.5.)
Fire and Explosive Hazards	(Sec. 6.4.6.)

D. Development Options and Subdivision

Standards applicable to development options and subdivision in the NL-4 zone are provided or referenced below. Where a cross reference is provided, please see the referenced division or section for additional standards applicable in the NL-4 zone. This Subsection is intended to indicate all of the development option and subdivision standards applicable in the NL-4 zone, however, all standards in Article 7. are applicable in the NL-4 zone, unless stated otherwise.

1. Allowed Subdivision and Development Options		
Option	Lot Size (min)	Standards
Allowed Subdivision Options		
Land Division	7,500 sf	(Sec. 7.2.3.)
2. Residential Subdivision Requirements		
Schools and Parks Exaction		
Schools exaction	.020 acres per 1- or 2-~~family~~ unit dwelling .015 acres per multi-~~family~~ unit dwelling	
Parks exaction	9 acres per 1,000 resident	
3. Infrastructure		
Transportation Facilities		
Access		
Right-of-way for Minor Local Road (min)		
Paved travel way for Minor Local Road (min)		
Required Utilities		
Water		
Sewer		

Page 2-35 omitted

2.2.6. NL-5: Neighborhood Low Density-5
(3/6/19, Ord. 1214)

A. Intent

1. General Intent: The intent of the Neighborhood Low Density-5 (NL-5) zone is to enhance the character and cohesiveness of residential neighborhoods while allowing for a flexible range of residential types, including ~~single-family~~ detached units, duplex units, and triplex units. A maximum of three detached or attached units per lot is permitted. This flexibility is intended to create opportunities for workforce housing because all apartment units are required to be rented to members of the local workforce. This zone is intended for Stable neighborhoods where increased residential density is not intended.

2. Buildings: Buildings can be up to 2 stories in height. Multiple detached buildings or multiple attached units on a site is common. Incentives are provided to encourage variety in roof pitch and design.

3. Parking: Parking is provided primarily on-site in garages or with surface spaces. Parking is typically accessed from an alley where present or a primary street where no alley exists.

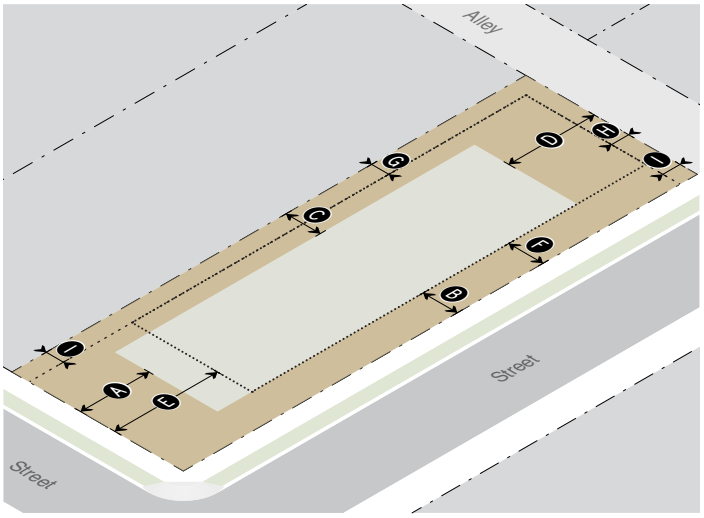
4. Land Use: ~~Single-family~~ Detached homes, duplex, and triplex units, with additional apartments as allowed to not exceed three units per lot maximum density.

5. Comprehensive Plan: Based primarily on Subarea 3.1 in the Comprehensive Plan.

B. Physical Development

Standards applicable to physical development are provided in this Section. Where a cross-reference is listed, see the referenced division or section for additional standards. Standards in Article 5 apply unless stated otherwise.

1. Lot Standards



Primary Building Setbacks	(Sec. 9.4.8.)	
Primary street (min)	20’	A
Secondary street (min)	10’	B
Side interior (min)	10’	B
Rear (min)	10’	D
Accessory Structure Setbacks	(Sec. 9.4.8.)	
Primary street (min)	30’	E
Secondary street (min)	10’	F
Side interior (min)	5’	G
Rear (min)	5’	H
Site Development Setbacks		
All site development, excluding driveways, sidewalks, or parking.		
Primary/secondary street (min)	Same as primary building	
Side interior/rear (min)	5’	I
Landscaping	(Div. 5.5.)	
Landscape surface ratio (min)		
1 unit	.45	
2 units	.35	
3 units	.30	
All other allowed uses	.45	
Plant units (min)		
Residential	1 per lot	
Nonresidential	1 per 1,000 sf of landscape area	
Parking Lot (all uses)	1 per 12 parking spaces	

Pages 2-37 through 2-38 omitted

10. Required Physical Development Permits						
Physical Development	Sketch Plan (Sec. 8.3.2.)	Development Plan (Sec. 8.3.3.)	Building Permit (Sec. 8.3.4.)	DRC Review (Sec. 8.2.6.)	Sign Permit (Sec. 8.3.6.)	Grading Permit (Sec. 8.3.5.)
Dwelling Unit						
< 5 units			X			(Sec. 5.7.1.)
5 - 10 units		X	X			(Sec. 5.7.1.)
> 10 units	X	X	X			(Sec. 5.7.1.)
Nonresidential Floor Area						
≤ 5,000 sf			X	X		(Sec. 5.7.1.)
5,001 - 15,000 sf		X	X	X		(Sec. 5.7.1.)
> 15,000 sf	X	X	X	X		(Sec. 5.7.1.)
Sign					X	(Sec. 5.7.1.)

C. Allowed Uses and Use Standards

Standards applicable to uses in the NL-5 zone are provided or referenced below. Allowed uses are listed in Subsection 1. Uses that are not listed are prohibited, unless a similar use determination is made pursuant to 6.1.2.D. Where a cross reference is provided, please see the referenced division or section for additional standards applicable in the NL-5 zone. This Subsection is intended to indicate all of the use standards applicable in the NL-5 zone, however, all standards in Article 6. are applicable in the NL-5 zone, unless stated otherwise.

1. Allowed Uses				2. Use Requirements	
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Div. 6.2.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Open Space				~~exempt~~	
Agriculture (6.1.3.B.)	B	n/a	n/a	n/a	exempt
Residential					
~~Detached Single-Family Unit~~ Detached Dwelling (6.1.4.B.) (E.1)	Y	(E.1)	8,000 sf habitable-excluding basement	2/DU	0.000017(sf) + (Exp(-15.49 + 1.59*Ln(sf)))/2.176
Attached Dwelling	B	(E.1)		1/DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	exempt
Apartment (6.1.4.D.) (E.2)	B	(E.1)		1/DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	exempt
~~Dormitory (6.1.4.F.)~~	~~C~~	~~n/a~~	~~n/a~~	~~1/bed~~	~~exempt~~
Group Home (6.1.4.G.)	C	n/a	n/a	0.5/bed	exempt
Institutional					
Assembly (6.1.8.B.)	C	n/a	n/a	independent calculation	independent calculation
Transportation/Infrastructure					
Utility Facility (6.1.10.C.)	C	n/a	n/a	1/employee + 1/stored vehicle	0.000123 * sf

Y=Use allowed, no use permit required, B=Basic Use Permit (Sec. 8.4.2.), C=Conditional Use Permit (Sec. 8.4.3.),

1. Allowed Uses				2. Use Requirements	
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Div. 6.2.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Wireless Communications Facilities (6.1.10.D.)					
Minor	B	n/a	n/a	1/employee + 1 per stored vehicle	0.000123 * sf
Accessory Uses					
Accessory Residential Unit (6.1.11.B.) (E.1) (E.2)	B	2 units per lot	(E.1)	1/DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	exempt
Home Occupation (6.1.11.D.)	B	n/a	n/a	n/a	exempt
Home Business (6.1.11.E.)	C	n/a	n/a	1/employee	exempt
~~Family~~ Home Daycare (6.1.11.F.)	B	n/a	n/a	1/employee + 1 off-street pick-up/drop-off	exempt
Home Daycare Center (6.1.11.G.)	C	n/a	n/a	1/employee + 2 off-street pick-up/drop-off	exempt
Temporary Uses					
Temporary Shelter (6.1.11.D.)	B	1 unit per lot	n/a	2/DU	exempt
Temp. Gravel Extraction and Processing (6.1.12.F.)	B	n/a	n/a	1/employee	exempt

Y=Use allowed, no use permit required, B=Basic Use Permit (Sec. 8.4.2.), C=Conditional Use Permit (Sec. 8.4.3.),

3. Operational Standards	
Outdoor Storage	(Sec. 6.4.1.)
Refuse and Recycling	(Sec. 6.4.2.)
Trash & recycling enclosure required	> 4 DUs and all nonresidential
Noise	(Sec. 6.4.3.)
Sound level at property line (max)	65 DBA
Vibration	(Sec. 6.4.4.)
Electrical Disturbances	(Sec. 6.4.5.)
Fire and Explosive Hazards	(Sec. 6.4.6.)

D. Development Options and Subdivision

Standards applicable to development options and subdivision in the NL-5 zone are provided or referenced below. Where a cross reference is provided, please see the referenced division or section for additional standards applicable in the NL-5 zone. This Subsection is intended to indicate all of the development option and subdivision standards applicable in the NL-5 zone, however, all standards in Article 7. are applicable in the NL-5 zone, unless stated otherwise.

1. Allowed Subdivision and Development Options		
Option	Lot Size (min)	Standards
Allowed Subdivision Options		

Land Division	7,500 sf	(Sec. 7.2.3.)
Condominium/Townhouse	n/a	(Sec. 7.2.4)
2. Residential Subdivision Requirements		
Schools and Parks Exaction		(Div. 7.5.)
Schools exaction	.020 acres per 1- or 2-~~family~~ unit dwelling .015 acres per multi-~~family~~ unit dwelling	
Parks exaction	9 acres per 1,000 resident	
3. Infrastructure		
Transportation Facilities		(Div. 7.6.)
Access		required
Right-of-way for Minor Local Road (min)		60’
Paved travel way for Minor Local Road (min)		20’
Required Utilities		(Div. 7.7.)
Water		public
Sewer		public

4. Required Subdivision and Development Option Permits

Option	Sketch Plan (Sec. 8.3.2.)	Development Plan (Sec. 8.3.3.)	Development Option Plan (Sec. 8.5.3.)	Subdivision Plat (Sec. 8.5.4.)
Land Division				
≤ 10 Lots		X		X
> 10 Lots	X	X		X

E. Additional Zone-specific Standards

The following standards apply in addition to all other standards applicable in the NL-5 zone.

1. ~~Single-Family Detached~~ Detached Dwelling, Attached Dwelling, Apartment, or ARU. No more than 3 units of any combination are permitted on the lot.

2. Apartment and ARU Occupancy. Occupancy of an apartment or ARU shall be restricted to persons employed within Teton County, in accordance with the Jackson/Teton County Housing Rules and Regulations or the occupants shall be members of the same ~~family~~ household unit occupying the principal dwelling unit, such as parents or adult children, or intermittent, nonpaying guests.

3. Condominium or Townhouse. Condominium or townhouse subdivision is only allowed if all units on the property are permanently deed restricted to the satisfaction of the Jackson/Teton County Housing Department. The restriction must permanently restrict use and occupancy of each dwelling unit to households that work locally and occupy the unit as their primary residence. If three units are built on the site or lot, an additional 600 square foot above-ground floor area shall be granted.

Pages 2-42 through 2-43 omitted

2.2.7. NM-1: Neighborhood Medium Density-1 (3/6/19, Ord. 1215)

A. Intent

1. General Intent: The intent of the Neighborhood Medium Density 1 (NM-1) zone is to recognize existing residential neighborhood character while allowing flexibility in design and ownership for ~~single-family~~ detached homes, duplex homes, and Accessory Residential Units (ARUs) on smaller lots when feasible. This zone is intended for Stable neighborhoods where increased residential density is not intended.

2. Buildings: Buildings can be up to 2 stories in height. Multiple buildings on a site is common. Incentives are provided to encourage variety in roof pitch and design.

3. Parking: Parking is provided primarily on-site in garages or with surface spaces. Parking is typically accessed from a primary street or alley when present.

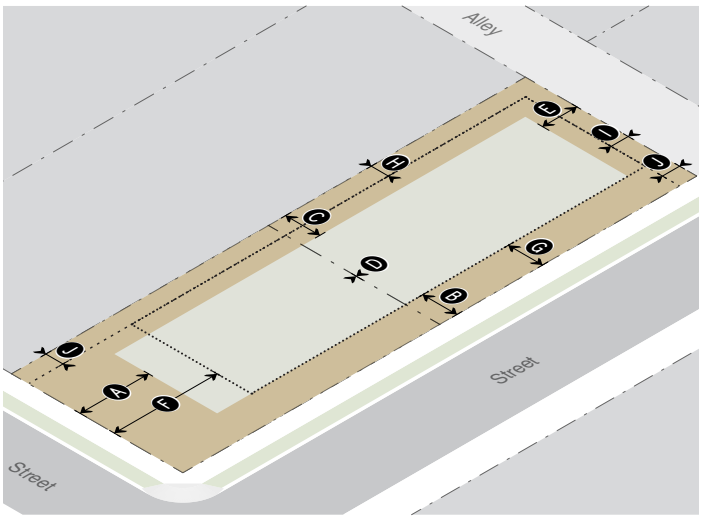
4. Land Use: ~~Single-family~~ Detached and attached homes, accessory structures, and ARUs are the primary land uses. Lots are typically either 7,500 or 3,750 square feet but may also be any size within this range.

5. Comprehensive Plan: Based primarily on Subarea 3.2 in the Comprehensive Plan.

B. Physical Development

Standards applicable to physical development are provided in this Section. Where a cross-reference is listed, see the referenced division or section for additional standards. Standards in Article 5 apply unless stated otherwise.

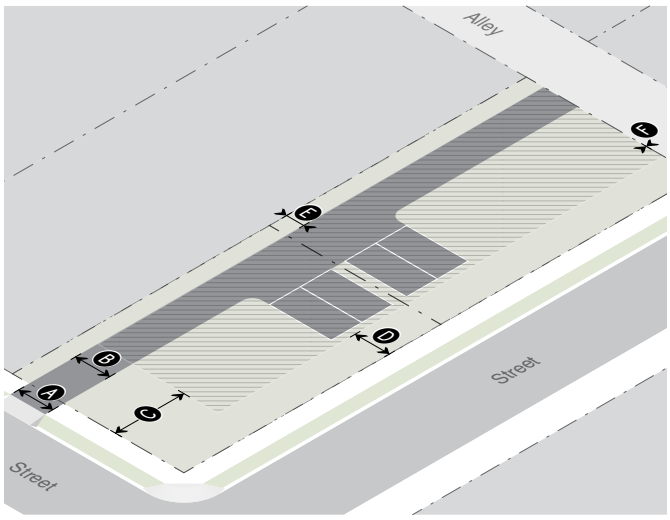
1. Lot Standards



Primary Building Setbacks	(Sec. 9.4.8.)	
Primary street (min)	20’	A
Secondary street (min)	10’	B
Side interior (min)	10’	C
Duplex interior (min)	0’	D
Rear (min)	10’	
Rear alley (min)	10’	E
Accessory Structure Setbacks	(Sec. 9.4.8.)	
Primary street (min)	30’	F
Secondary street (min)	10’	G
Side interior/rear* (min)		H
>14 feet in height	10’	
≤14 feet in height	5’	
Second floor deck	10’	
Rear alley (min)	10'	I
Site Development Setbacks		
All site development, excluding driveways, sidewalks, or parking.		
Primary/secondary street (min)	Same as primary building	
Side interior/rear (min)	5’	J

Landscaping	(Div. 5.5.)	
Landscape surface ratio (min)	<7,500 sf	≥7,500 sf
~~Single-family detached~~ Detached dwelling	.50	.45
~~Single-family attached~~ Attached dwelling	.50	n/a
Apartment	n/a	.40
LSR decrease for each ARU	.10	.10
All other uses	.50	.45
Plant units (min)	1 per lot	

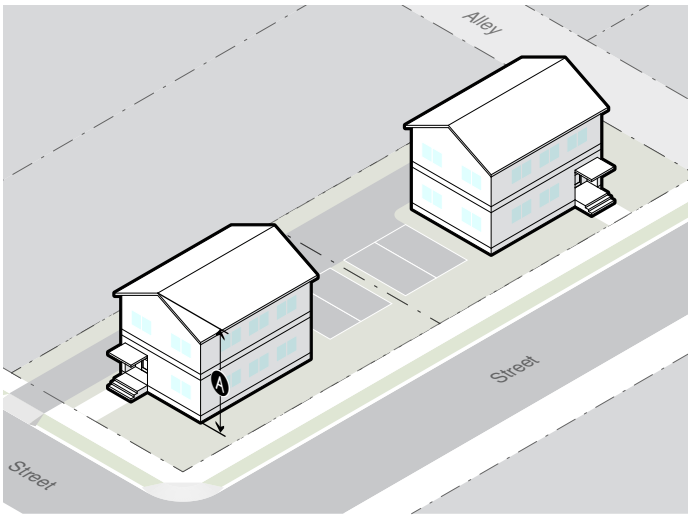
2. Vehicle Access Standards



	SFD/SFA Lot width ≤25'	SFD/SFA Lot width >25'	All Other Uses	
Access				
Primary street	Allowed	Allowed	Allowed	
Secondary street	Allowed	Allowed	Allowed	
Alley	Required	Allowed	Allowed	
Curb-cut width (max)	Not allowed	20' per 100' of lot frontage or 40% of lot frontage, whichever is less	20' per 100' of lot frontage or 40% of lot frontage, whichever is less	A
Driveway width in primary/secondary street setback (max)	Not allowed	20'	20'	B
Parking Setbacks				
Primary street (min)	20'*	20'*	20'*	C
Secondary street (min)	10'	10'*	10'*	D
Side interior (min)	5'	5'	5'	E
Rear (min)	5'	5'	5'	
Rear alley (min)	2'	2'	2'	F

* Excludes 20' max driveway allowed in primary/secondary street setback

3. Bulk & Mass Standards



Design Guidelines (Div. 5.8.)		
The Design Guidelines apply to all residential and nonresidential development of three attached units or greater, except where exempted by Planning Director for additions of 20% or less that are consistent with existing architecture.		
Primary Building Height (Sec. 9.4.9.)		
Height (max): roof pitch ≤ 3/12	2 stories, not to exceed 26'	A
Height (max): roof pitch 4/12, 5/12	2 stories, not to exceed 28'	A
Height (max): roof pitch ≥ 6/12	2 stories, not to exceed 30'	A
Accessory Structure Height (Sec. 9.4.9.)		
Accessory residential unit (max)	2 stories, not to exceed 26'	
All other accessory structures (max)	14'	

Scale of Development (Sec. 9.4.13.)		
Floor area ratio (FAR max)	<7,500 sf	≥7,500 sf
~~Single-family detached~~ Detached dwelling	.40	.40
~~Single-family attached~~ Attached dwelling	.40	n/a
Townhouse detached	n/a	.40
Apartment	n/a	.40
FAR increase for each ARU	.10	.05
All other uses	n/a	.40

Page 2-46 omitted

C. Allowed Uses and Use Standards

Standards applicable to uses in the NM-1 zone are provided or referenced below. Allowed uses are listed in Subsection 1. Uses that are not listed are prohibited, unless a similar use determination is made pursuant to 6.1.2.D. Where a cross reference is provided, please see the referenced division or section for additional standards applicable in the NM-1 zone. This Subsection is intended to indicate all of the use standards applicable in the NM-1 zone, however, all standards in Article 6. are applicable in the NM-1 zone, unless stated otherwise.

1. Allowed Uses				2. Use Requirements	
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Div. 6.2.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Open Space					
Agriculture (6.1.3.B.)	B	n/a	n/a	n/a	exempt
Residential					
~~Detached Single-Family Unit~~ Detached Dwelling (6.1.4.B.)	Y	(E.1)	8,000 sf habitable-excluding basement	2/DU	0.000017(sf) + (Exp(-15.49 + 1.59*Ln(sf)))/2.176
~~Attached Single-Family Unit~~ Attached Dwelling (6.1.4.C.)	B	1 unit per lot		1/DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	0.000017(sf) + (Exp(-14.17 + 1.59*Ln(sf)))/2.176
Apartment (6.1.4.D.) (E.1)	B	(E.1)			0.000017(sf) + (Exp(-14.17 + 1.59*Ln(sf)))/2.176
~~Dormitory (6.1.4.F.)~~	~~C~~	~~n/a~~	~~n/a~~	~~1/bed~~	~~exempt~~
Group Home (6.1.4.G.)	C	n/a	n/a	0.5/bed	exempt
Transportation/Infrastructure					
Utility Facility (6.1.10.C.)	C	n/a	n/a	1/employee + 1/stored vehicle	0.000123 * sf
Wireless Communications Facilities (6.1.10.D.)				1/employee + 1 per stored vehicle	0.000123 * sf
Minor	B	n/a	n/a		
Accessory Uses					
Accessory Residential Unit (6.1.11.B.) (E.2)	B	(E.1)	(E.2)	1/DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	exempt
Home Occupation (6.1.11.D.)	B	n/a	n/a	n/a	exempt
Home Business (6.1.11.E.)	C	n/a	n/a	1/employee	exempt
~~Family~~ Home Daycare (6.1.11.F.)	B	n/a	n/a	1/employee + 1 off-street pick-up/drop-off	exempt
Temporary Uses					
Temporary Shelter (6.1.11.D.)	B	1 unit per lot	n/a	2/DU	exempt
Temp. Gravel Extraction and Processing (6.1.12.F.)	B	n/a	n/a	1/employee	exempt

Y=Use allowed, no use permit required, B=Basic Use Permit (Sec. 8.4.2.), C=Conditional Use Permit (Sec. 8.4.3.)

3. Operational Standards	
Outdoor Storage	(Sec. 6.4.1.)
Refuse and Recycling	(Sec. 6.4.2.)
Trash & recycling enclosure required	> 4 DUs and all nonresidential
Noise	(Sec. 6.4.3.)
Sound level at property line (max)	65 DBA
Vibration	(Sec. 6.4.4.)
Electrical Disturbances	(Sec. 6.4.5.)
Fire and Explosive Hazards	(Sec. 6.4.6.)

D. Development Options and Subdivision

Standards applicable to development options and subdivision in the NM-1 zone are provided or referenced below. Where a cross reference is provided, please see the referenced division or section for additional standards applicable in the NM-1 zone. This Subsection is intended to indicate all of the development option and subdivision standards applicable in the NM-1 zone, however, all standards in Article 7. are applicable in the NM-1 zone, unless stated otherwise.

1. Development Options and Subdivision		
Option	Lot Size (min)	Standards
Allowed Subdivision Options		
Land Division	3,750 sf	(Sec. 7.2.3.)
Condominium/Townhouse	n/a	(Sec. 7.2.4.)
2. Residential Subdivision Requirements		
Schools and Parks Exaction		(Div. 7.5.)
Schools exaction		.020 acres per 1- or 2-~~family~~ unit dwelling .015 acres per multi-~~family~~ unit dwelling
Parks exaction		9 acres per 1,000 resident
3. Infrastructure		
Transportation Facilities		(Div. 7.6.)
Access		required
Right-of-way for Minor Local Road (min)		60’
Paved travel way for Minor Local Road (min)		20’
Required Utilities		(Div. 7.7.)
Water		public
Sewer		public

4. Required Subdivision and Development Option Permits				
Option	Sketch Plan (Sec. 8.3.2.)	Development Plan (Sec. 8.3.3.)	Development Option Plan (Sec. 8.5.3.)	Subdivision Plat (Sec. 8.5.4.)
Land Division				
≤ 10 Lots		X		X
> 10 Lots	X	X		X

E. Additional Zone-specific Standards

The following standards apply in addition to all other standards applicable in the NM-1 zone.

1. Maximum Allowed Density

a. The maximum allowed density on an individual lot of 7,500 sf or greater in size is four units (two primary units and two ARUs), except that a building with two ~~Single-Family~~ attached dwelling units (i.e. duplex) is only allowed to have ARUs if the lot is served by either two street frontages or by a street and an alley. The two primary units may either be detached (i.e., two Detached Dwellings ~~Single-Family homes~~) or attached (i.e., Apartments attached in the form of a duplex).

b. The maximum allowed density on an individual lot smaller than 7,500 sf in size is two units (one Detached Dwelling ~~Single-Family home~~ and one ARU.

2. Accessory Residential Units (ARUs)

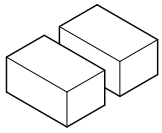
a. Home Occupations and Home Businesses in ARUs are prohibited.

b. Detached ARUs shall only be permitted on lots that meet minimum lot size.

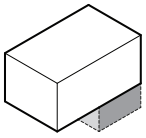
c. A detached ARU on a lot less than 11,250 sf shall have a maximum habitable floor area of 500 sf. All other ARUs shall have a maximum habitable floor area of 800 sf.

F. Configuration Options

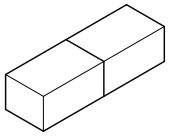
Configuration options in the NM-1 zone include, but are not limited to, the following:



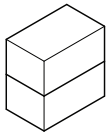
2 detached units



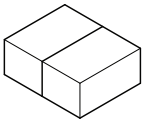
1 unit
+ 1 basement ARU



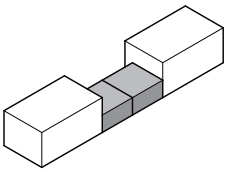
2 attached units
(back to back)



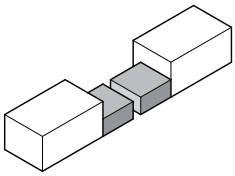
2 attached units
(up and down)



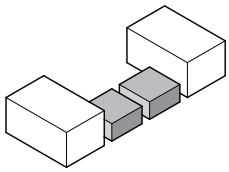
2 attached units
(Side by side)



2 detached units
+ 2 attached ARUs



2 detached units
+ 2 detached attached ARUs



2 detached units
+ 2 detached ARUs

2.2.8. NM-2: Neighborhood Medium Density-2 (3/6/19, Ord. 1216)

A. Intent

1. General Intent: The intent of the Neighborhood Medium Density-2 (NM-2) zone is to provide for medium to higher density residential development and to promote workforce housing types using a broad range of detached and attached residential types in a pedestrian-oriented environment. The size of individual buildings will be limited in order to respect and enhance the character and cohesiveness of existing residential neighborhoods. This zone is intended for Transitional neighborhoods where increased residential density and workforce housing are intended.

2. Buildings: Buildings can be up to 3 stories in height. Multiple detached buildings or multiple attached units on a site is common. No more than 8 units will be permitted within an individual building. Incentives are provided to encourage variety in roof pitch and design.

3. Parking: Parking is provided primarily on-site in garages or with surface spaces. Parking is typically accessed from a primary street or alley if present.

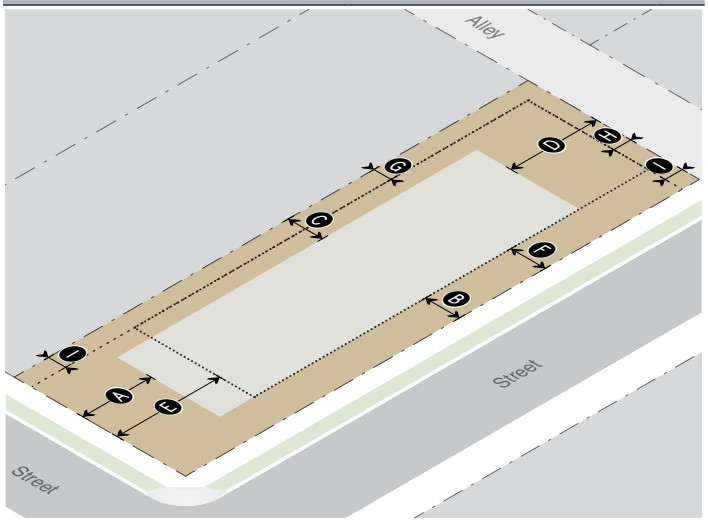
4. Land Use: The full spectrum from a ~~single-family~~ detached home to an 8-unit apartment/condo building is allowed.

5. Comprehensive Plan: Based primarily on Subarea 3.2 in the Comprehensive Plan

B. Physical Development

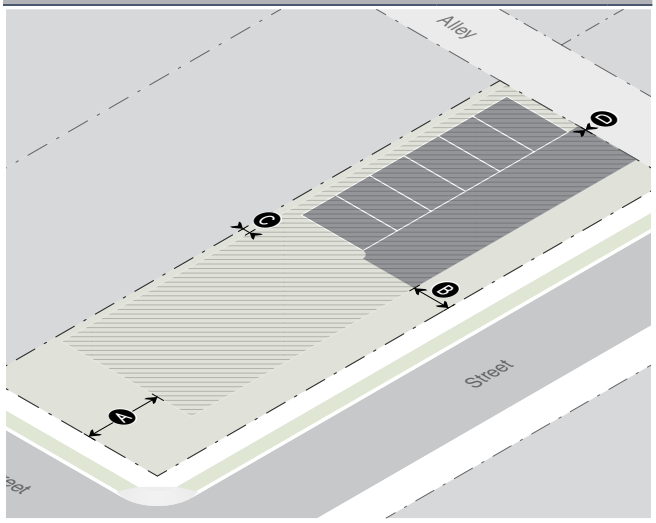
Standards applicable to physical development are provided in this Section. Where a cross-reference is listed, see the referenced division or section for additional standards. Standards in Article 5 apply unless stated otherwise.

1. Lot Standards



Primary Building Setbacks	(Sec. 9.4.8.)	
Primary street (min)	20'	A
Secondary street (min)	10'	B
Side interior (min)	10'	C
Rear (min)	20'	D
Accessory Structure Setbacks	(Sec. 9.4.8.)	
Primary street (min)	30'	E
Secondary street (min)	10'	F
Side interior (min)	5'	G
Rear (min)	5'	
Rear alley (min)	10'	H
Site Development Setbacks		
All site development, excluding driveways, sidewalks, or parking.		
Primary/secondary street (min)	Same as primary building	
Side interior/rear (min)	5'	I
Landscaping	(Div. 5.5.)	
Landscape surface ratio (min)	(9.4.6.D.)	
~~Single-Family~~ Detached Dwelling	.45	
Apartments/ ~~Single-Family~~ Attached Dwellings	.21 & 70% in front 1/3 of lot	
All other allowed uses	.35	
Plant units (min)		
~~Single-Family~~ Detached Dwelling and Duplex	1 per unit	
All other uses	1/1,000 sf of landscape area	
Parking Lot (all uses)	1 per 12 parking spaces	

2. Vehicle Access Standards

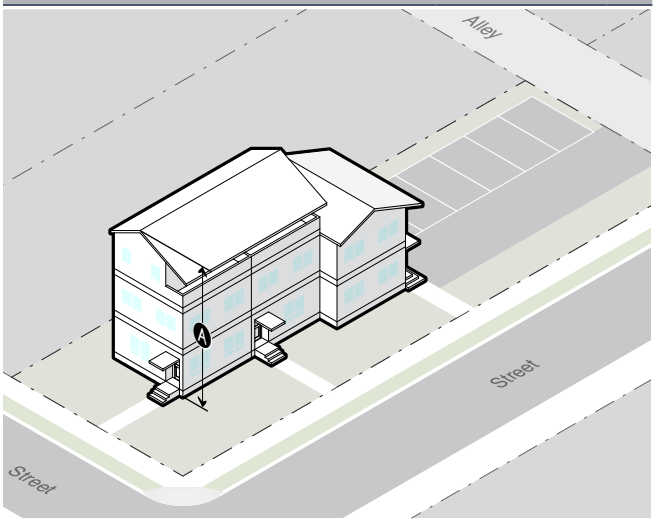


Access	
Primary street	Allowed
Secondary street	Allowed
Alley	Allowed
Curb-cut width (max)	20' per 100' of lot frontage or 40% of lot frontage, whichever is less
Driveway width in primary/secondary street setback (max)	20'

Parking Setbacks		
Primary street* (min)	20'	A
Secondary street* (min)	20'	B
Side interior (min)	1'	C
Rear (min)	5'	
Rear alley (min)	0'	D

* Excludes 20' max driveway allowed in primary/secondary street setback

3. Bulk & Mass Standards



Primary Building Height	(Sec. 9.4.9.)	
Height (max): roof pitch ≤ 3/12	3 stories, not to exceed 35'	A
Height (max): roof pitch 4/12, 5/12	3 stories, not to exceed 37'	A
Height (max): roof pitch ≥ 6/12	3 stories, not to exceed 39'	A
Accessory Structure Height	(Sec. 9.4.9.)	
All accessory structures (max)	14'	
Scale of Development	(Sec. 9.4.13.)	
Floor area ratio (FAR max)		
~~Single-Family Detached~~ Detached Dwelling	.30	
All other allowed uses	.40	
Deed restricted housing exemption	(Sec. 7.8.3.)	
Workforce housing floor area bonus	(Sec. 7.8.4.)	
Individual building (max gross floor area)	10,000 sf	

10. Required Physical Development Permits						
Physical Development	Sketch Plan (Sec. 8.3.2.)	Development Plan (Sec. 8.3.3.)	Building Permit (Sec. 8.3.4.)	DRC Review (Sec. 8.2.6.)	Sign Permit (Sec. 8.3.6.)	Grading Permit (Sec. 8.3.5.)
Dwelling Unit						
<5 units			X			(Sec. 5.7.1.)
5-15 units		X	X			(Sec. 5.7.1.)
>15 units	X	X	X			(Sec. 5.7.1.)
Sign					X	(Sec. 5.7.1.)

C. Use Standards

Standards applicable to uses in the NM-2 zone are provided or referenced below. Allowed uses are listed in Subsection 1. Uses that are not listed are prohibited, unless a similar use determination is made pursuant to 6.1.2.D. Where a cross reference is provided, please see the referenced division or section for additional standards applicable in the NM-2 zone. This Subsection is intended to indicate all of the use standards applicable in the NM-2 zone, however, all standards in Article 6. are applicable in the NM-2 zone, unless stated otherwise.

1. Allowed Uses				2. Use Requirements	
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Div. 6.2.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Residential					
~~Detached Single-Family Unit~~ Detached Dwelling (6.1.4.B.)	Y	n/a	8,000 sf habitable-excluding basement	2/DU	0.000017(sf) + (Exp(-15.49 + 1.59*Ln(sf)))/2.176
~~Attached Single-Family unit~~ Attached Dwelling (6.1.4.C.) (E.1)	B	(E.1)		1/DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	0.000017(sf) + (Exp(-14.17 + 1.59*Ln(sf)))/2.176
Apartment (6.1.4.D.) (E.1)	B	(E.1)			
~~Dormitory (6.1.4.F.)~~	~~C~~	~~n/a~~	~~n/a~~	~~1/bed~~	~~exempt~~
Group Home (6.1.4.G.)	C	n/a	n/a	0.5/bed	exempt
Institutional					
Assembly (6.1.8.B.)	C	n/a	n/a	independent calculation	independent calculation
Transportation/Infrastructure					
Utility Facility (6.1.10.C.)	C	n/a	n/a	1/employee + 1/stored vehicle	0.000123 * sf

Y=Use allowed, no use permit required, B=Basic Use Permit (Sec. 8.4.2.), C=Conditional Use Permit (Sec. 8.4.3.)

1. Allowed Uses				2. Use Requirements	
Use	Permit	Density (max)	Individual Use (max)	Parking (min) (Div. 6.2.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Wireless Communications Facilities (6.1.10.D.)					
Minor	B	n/a	n/a	1/employee + 1 per stored vehicle	0.000123 * sf
Accessory Uses					
Home Occupation (6.1.11.D.)	B	n/a	n/a	n/a	exempt
Home Business (6.1.11.E.)	C	n/a	n/a	1/employee	exempt
~~Family~~ Home Daycare (6.1.11.F.)	B	n/a	n/a	1/employee + 1 off-street pick-up/drop-off	exempt
Home Daycare Center (6.1.11.G.)	C	n/a	n/a	1/employee + 2 off-street pick-up/drop-off	exempt
Temporary Uses					
Temporary Shelter (6.1.11.D.)	B	1 unit per lot	n/a	2/DU	exempt
Temp. Gravel Extraction and Processing (6.1.12.F.)	B	n/a	n/a	1/employee	exempt

Y=Use allowed, no use permit required, B=Basic Use Permit (Sec. 8.4.2.), C=Conditional Use Permit (Sec. 8.4.3.)

3. Operational Standards	
Outdoor Storage	(Sec. 6.4.1.)
Refuse and Recycling	(Sec. 6.4.2.)
Trash & recycling enclosure required	> 4 DUs and all nonresidential
Noise	(Sec. 6.4.3.)
Sound level at property line (max)	65 DBA
Vibration	(Sec. 6.4.4.)
Electrical Disturbances	(Sec. 6.4.5.)
Fire and Explosive Hazards	(Sec. 6.4.6.)

D. Development Options

Standards applicable to development options and subdivision in the NM-2 zone are provided or referenced below. Where a cross reference is provided, please see the referenced division or section for additional standards applicable in the NM-2 zone. This subsection is intended to indicate all of the development option and subdivision standards applicable in the NM-2 zone, however, all standards in Article 7. are applicable in the NM-2 zone, unless stated otherwise.

1. Allowed Subdivision and Development Options		
Option	Lot Size (min)	Standards
Allowed Subdivision Options		

Land Division	7,500 sf	(Sec. 7.2.3.)
Condominium/Townhouse	n/a	(Sec. 7.2.4.)
2. Residential Subdivision Requirements		
Schools and Parks Exaction		(Div. 7.5.)
Schools exaction	.020 acres per 1- or 2-~~family~~ unit dwelling .015 acres per multi-~~family~~ unit dwelling	
Parks exaction	9 acres per 1,000 resident	
3. Infrastructure		
Transportation Facilities		(Div. 7.6.)
Access	required	
Right-of-way for Minor Local Road (min)	60’	
Paved travel way for Minor Local Road (min)	20’	
Required Utilities		(Div. 7.7.)
Water	public	
Sewer	public	

4. Required Subdivision and Development Option Permits				
Option	Sketch Plan (Sec. 8.3.2.)	Development Plan (Sec. 8.3.3.)	Development Option Plan (Sec. 8.5.3.)	Subdivision Plat (Sec. 8.5.4.)
Land Division				
≤ 10 Lots		X		X
> 10 Lots	X	X		X
Condominium/Townhouse				X

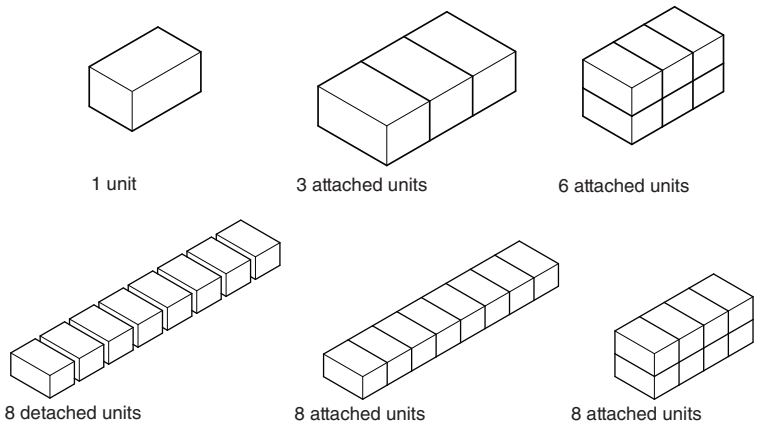
E. Additional Zone-specific Standards

The following standards apply in addition to all other standards applicable in the NM-2 zone.

1. **Attached ~~Single-Family Unit~~ Dwelling/Apartment.** No more than 8 units are allowed per building.

F. Configuration Options

Configuration options in the NM-2 zone include, but are not limited to, the following:



2.2.9. NH-1: Neighborhood High Density 1
(3/6/19, Ord. 1217)

A. Intent

1. General Intent: The intent of the Neighborhood High Density 1 (NH-1) zone is to provide for high density residential development and to promote workforce housing types using a broad range of attached residential types in a pedestrian-oriented environment. The size of individual buildings will be limited by the application of required dimensional standards, such as FAR, setbacks, and parking, and not by a prescribed standard. Care will be given to ensure that new development respects and enhances the character and cohesiveness of existing residential neighborhoods. This zone is intended for Transitional neighborhoods where increased residential density and workforce housing are intended.

2. Buildings: Buildings can be up to 3 stories in height. Single or multiple detached buildings, each building with multiple units, on a site is common. Incentives are provided to encourage variety in roof pitch and design.

3. Parking: Parking is provided primarily on-site in surface or underground garages or with surface parking. Parking is typically accessed from a primary street or alley if present.

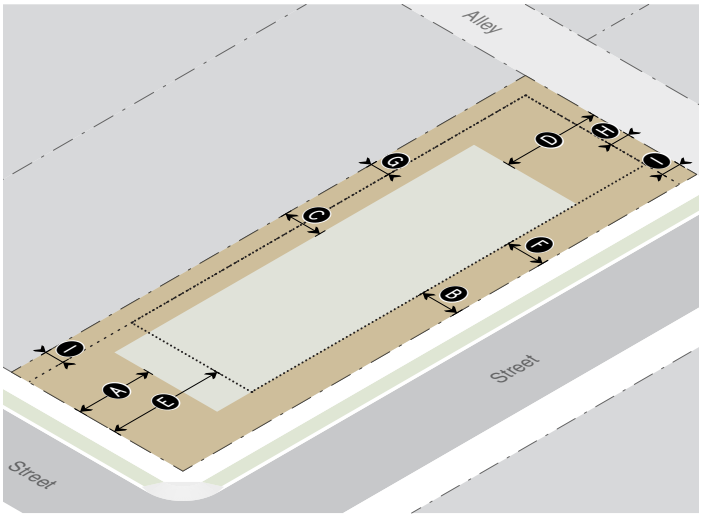
4. Land Use: The full spectrum from a ~~Single-family~~ detached home to whatever size building can fit the site based on the minimum required density (17.4 units/acre) and the dimensional limitations, such as FAR, setbacks, and parking. Apartments take the place of ARUs because they provide greater flexibility.

5. Comprehensive Plan: Based primarily on Subarea 3.2 in the Comprehensive Plan.

B. Physical Development

Standards applicable to physical development are provided in this Section. Where a cross-reference is listed, see the referenced division or section for additional standards. Standards in Article 5 apply unless stated otherwise.

1. Lot Standards



Primary Building Setbacks	(Sec. 9.4.8.)	
Primary street (min)	20’	A
Secondary street (min)	10’	B
Side interior (min)	10’	C
Rear (min)	20’	D
Accessory Structure Setbacks	(Sec. 9.4.8.)	
Primary street (min)	30’	E
Secondary street (min)	10’	F
Side interior/rear (min)	5’	G
Rear alley (min)	10'	H
Site Development Setbacks		
All site development, excluding driveways, sidewalks, or parking.		
Primary/secondary street (min)	Same as primary building	
Side interior/rear (min)	5’	I
Landscaping	(Div. 5.5.)	
Landscape surface ratio (min)	(9.4.6.D.)	
Apartments/ ~~Single-Family~~ Attached Dwellings	.21 & 70% in front 1/3 of lot	
All other allowed uses	.30	
Plant units (min)		
~~Single-Family~~ Detached Dwelling and Duplex	1 per unit	
All other uses	1/1,000 sf of landscape area	
Parking Lot (all uses)	1 per 12 parking spaces	

Page 2-57 through 2-58 omitted

10. Required Physical Development Permits						
Physical Development	Sketch Plan (Sec. 8.3.2.)	Development Plan (Sec. 8.3.3.)	Building Permit (Sec. 8.3.4.)	DRC Review (Sec. 8.2.6.)	Sign Permit (Sec. 8.3.6.)	Grading Permit (Sec. 8.3.5.)
Dwelling Unit						
<5 units			X			(Sec. 5.7.1.)
5-15 units		X	X			(Sec. 5.7.1.)
>15 units	X	X	X			(Sec. 5.7.1.)
Sign					X	(Sec. 5.7.1.)

C. Use Standards

Standards applicable to uses in the NH-1 zone are provided or referenced below. Allowed uses are listed in Subsection 1. Uses that are not listed are prohibited, unless a similar use determination is made pursuant to 6.1.2.D. Where a cross reference is provided, please see the referenced division or section for additional standards applicable in the NH-1 zone. This subsection is intended to indicate all of the use standards applicable in the NH-1 zone, however, all standards in Article 6. are applicable in the NH-1 zone, unless stated otherwise.

1. Allowed Uses				2. Use Requirements	
Use	Permit	Density	Individual Use (max)	Parking (min) (Div. 6.2.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Residential					
~~Detached Single-Family unit~~ Detached Dwelling	B	(E.1)	8,000 sf habitable-excluding basement	1/DU 0-1 bedrooms 500 sf max; otherwise 1.5/DU	0.000017(sf) + (Exp(-15.49 + 1.59*Ln(sf)))/2.176
~~Attached Single-Family unit~~ Attached Dwelling (6.1.4.C.) (E.1)	B	(E.1)			0.000017(sf) + (Exp(-14.17 + 1.59*Ln(sf)))/2.176
Apartment (6.1.4.D.)	B	(E.1)			
~~Dormitory (6.1.4.F.)~~	~~C~~	~~n/a~~	~~n/a~~	~~1/bed~~	~~exempt~~
Group Home (6.1.4.G.)	C	n/a	n/a	0.5/bed	exempt
Institutional					
Assembly (6.1.8.B.)	C	n/a	n/a	independent calculation	independent calculation
Transportation/Infrastructure					
Utility Facility (6.1.10.C.)	C	n/a	n/a	1/employee + 1/stored vehicle	0.000123 * sf
Wireless Communications Facilities (6.1.10.D.)				1/employee + 1 per stored vehicle	0.000123 * sf
Minor	B	n/a	n/a		

Y=Use allowed, no use permit required, B=Basic Use Permit (Sec. 8.4.2.), C=Conditional Use Permit (Sec. 8.4.3.)

1. Allowed Uses				2. Use Requirements	
Use	Permit	Density	Individual Use (max)	Parking (min) (Div. 6.2.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Accessory Uses					
Home Occupation (6.1.11.D.)	B	n/a	n/a	n/a	exempt
Home Business (6.1.11.E.)	C	n/a	n/a	1/employee	exempt
~~Family~~ Home Daycare (6.1.11.F.)	B	n/a	n/a	1/employee + 1 off-street pick-up/drop-off	exempt
Home Daycare Center (6.1.11.G.)	C	n/a	n/a	1/employee + 2 off-street pick-up/drop-off	exempt
Temporary Uses					
Temporary Shelter (6.1.11.D.)	B	1 unit per lot (max)	n/a	2/DU	exempt
Temp. Gravel Extraction and Processing (6.1.12.F.)	B	n/a	n/a	1/employee	exempt

Y=Use allowed, no use permit required, B=Basic Use Permit (Sec. 8.4.2.), C=Conditional Use Permit (Sec. 8.4.3.)

3. Operational Standards	
Outdoor Storage	(Sec. 6.4.1.)
Refuse and Recycling	(Sec. 6.4.2.)
Trash & recycling enclosure required	> 4 DUs and all nonresidential
Noise	(Sec. 6.4.3.)
Sound level at property line (max)	65 DBA
Vibration	(Sec. 6.4.4.)
Electrical Disturbances	(Sec. 6.4.5.)
Fire and Explosive Hazards	(Sec. 6.4.6.)

D. Development Options

Standards applicable to development options and subdivision in the NH-1 zone are provided or referenced below. Where a cross reference is provided, please see the referenced division or section for additional standards applicable in the NH-1 zone. This Subsection is intended to indicate all of the development option and subdivision standards applicable in the NH-1 zone, however, all standards in Article 7. are applicable in the NH-1 zone, unless stated otherwise.

1. Allowed Subdivision and Development Options		
Option	Lot Size (min)	Standards
Allowed Subdivision Options		
Land Division	7,500 sf	(Sec. 7.2.3.)
Condominium/Townhouse	n/a	(Sec. 7.2.4.)

2. Residential Subdivision Requirements	
Schools and Parks Exaction	(Div. 7.5.)
Schools exaction	.020 acres per 1- or 2-~~family~~ unit dwelling .015 acres per multi-~~family~~ unit dwelling
Parks exaction	9 acres per 1,000 resident
3. Infrastructure	
Transportation Facilities	(Div. 7.6.)
Access	required
Right-of-way for Minor Local Road (min)	60'
Paved travel way for Minor Local Road (min)	20'
Required Utilities	(Div. 7.7.)
Water	public
Sewer	public

4. Required Subdivision and Development Option Permits				
Option	Sketch Plan (Sec. 8.3.2.)	Development Plan (Sec. 8.3.3.)	Development Option Plan (Sec. 8.5.3.)	Subdivision Plat (Sec. 8.5.4.)
Land Division				
≤ 10 Lots		X		X
> 10 Lots	X	X		X
Condominium/Townhouse				X

E. Additional Zone-specific Standards

The following standards apply in addition to all other standards applicable in the NH-1 zone.

1. **Minimum Density.** The minimum density for lots in the NH-1 is 17.425 units per acre. NOTE: this requirement is rounded down to the next whole number (e.g., 1.8 units = 1 unit). The following density ranges are provided for general guidance :

   a. Lots approximately 5,000 sf or less: One Detached Dwelling ~~Single-Family Unit~~;

   b. Lots approximately 5,001 - 7,499 sf: Two units (either detached or attached);

   c. Lots 7,500 or larger: Three or more units (either detached or attached).

Pages 2-62 through 2-64 omitted

9. Physical Development Permits Required							
Physical Development	Sketch Plan (Sec. 8.3.2.)	Development Plan (Sec. 8.3.3.)	Building Permit (Sec. 8.3.4.)	DRC Review (Sec. 8.2.6.)	Sign Permit (Sec. 8.3.6.)	Grading Permit (Sec. 8.3.5.)	Floodplain Permit
Floor Area							
< 6,900 sf			X	X		Sec. 5.7.1.	Sec. 5.4.4.
6,900 - 13,800 sf		X	X	X		Sec. 5.7.1.	Sec. 5.4.4.
> 13,800 sf	X	X	X	X		Sec. 5.7.1.	Sec. 5.4.4.
> 13,800 sf for only residential use	X	X	X	X		Sec. 5.7.1.	Sec. 5.4.4.
Sign					X	Sec. 5.7.1.	Sec. 5.4.4.

C. Allowed Uses and Use Standards

Standards applicable to use are provided below. Where a cross-reference is listed see the referenced division or section for additional standards. Allowed uses are listed in subsection 1. Uses that are not listed are prohibited unless a similar use determination is made pursuant to 6.1.2.C. All standards in Article 6. are applicable unless stated otherwise.

1. Allowed Uses				2. Use Requirements	
Use	Permit	Individual Use (max)	Density (max)	Parking (min) (Div. 6.2.) (E.1)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Residential Uses					
~~Attached Single-Family Unit~~ Attached Dwelling (6.1.4.C.)	B	8,000 sf habitable excluding basement	n/a	1/DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	0.000017*sf + (Exp(-14.17 + 1.59*Ln(sf)))/2.176
Apartment (6.1.4.D.)	B				
~~Dormitory (6.1.4.F.)~~	~~C~~	~~n/a~~	~~n/a~~	~~0.25/bed~~	~~exempt~~
Group Home (6.1.4.G.)	C	n/a	n/a	0.5/bed	exempt
Commercial Uses					
Office (6.1.6.B.)	B	n/a	n/a	2.47/1,000 sf	0.000247 * sf
Retail (6.1.6.C.) (E.3)	B	2,000 sf excluding basement storage	(E.3)	exempt	0.000216 * sf
Service (6.1.6.D.) (E.3)	B		(E.3)	exempt	0.000216 * sf
Institutional Uses					
Assembly (6.1.8.B.)	C	n/a	n/a	independent calculation	independent calculation
Day Care/Education (6.1.8.C.)	B	n/a	n/a	independent calculation	independent calculation
Transportation/Infrastructure					
Utility Facility (6.1.10.C.)	C	n/a	n/a	0.75/employee + 0.75/stored vehicle	0.000123 * sf

Y = Use allowed, no use permit required B = Basic Use Permit (Sec. 8.4.2.) C = Conditional Use Permit (Sec. 8.4.3.)

1. Allowed Uses				2. Use Requirements	
Use	Permit	Individual Use (max)	Density (max)	Parking (min) (Div. 6.2.) (E.1)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Wireless Communications Facilities (6.1.10.D.)				0.75/employee + 0.75/stored vehicle	0.000123 * sf
Minor	B	n/a	n/a		
Accessory Uses					
Accessory Residential Unit (6.1.11.B.)	B	n/a	n/a	1/DU	exempt
Home Occupation (6.1.11.D.)	B	n/a	n/a	n/a	exempt
~~Family~~ Home Daycare (6.1.11.F.)	B	n/a	n/a	0.75/employee + 0.75 off-street pick-up/ drop-off	exempt

Y = Use allowed, no use permit required B = Basic Use Permit (Sec. 8.4.2.) C = Conditional Use Permit (Sec. 8.4.3.)

3. Operational Standards	
Outdoor Storage	(Sec. 6.4.1.)
Outdoor Storage	Prohibited
Refuse and Recycling	(Sec. 6.4.2.)
Trash & recycling enclosure required	> 4 DUs and all nonresidential
Noise	(Sec. 6.4.3.)
Sound level at property line (max)	65 DBA
Vibration	(Sec. 6.4.4.)
Electrical Disturbances	(Sec. 6.4.5.)
Fire and Explosive Hazards	(Sec. 6.4.6.)

D. Development Options and Subdivision

Standards applicable to development options and subdivision are provided below. Where a cross-reference is provided see the referenced division or section for additional standards. All standards in Article 7. are applicable unless stated otherwise.

1. Allowed Subdivision and Development Options		
Option	Lot Size (min)	Standards
Allowed Subdivision Options		
Land Division	7,500 sf	Sec. 7.2.3.
Townhouse Condominium Subdivision	n/a	Sec. 7.2.4.
2. Residential Subdivision Requirements		
Schools and Parks Exaction		
Schools exaction	.020 acres per 1- or 2-~~family~~ unit dwelling .015 acres per multi-~~family~~ unit dwelling	
Parks exaction	9 acres per 1,000 resident	

Pages 2-67 through 2-72 omitted

C. Allowed Uses and Use Standards

Standards applicable to use are provided below. Where a cross-reference is listed see the referenced division or section for additional standards. Allowed uses are listed in subsection 1. Uses that are not listed are prohibited unless a similar use determination is made pursuant to 6.1.2.C. All standards in Article 6. are applicable unless stated otherwise.

1. Allowed Uses				2. Use Requirements	
Use	Permit	Individual Use (max)	Density (max)	Parking (min) (Div. 6.2.) (E.1)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Residential Uses					
~~Attached Single-Family Unit~~ Attached Dwelling (6.1.4.C.)	B	8,000 sf habitable excluding basement	n/a	1/DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	0.000017*sf + (Exp(-14.17 + 1.59*Ln(sf)))/2.176
Apartment (6.1.4.D.)	B				
~~Dormitory (6.1.4.F.)~~	~~C~~	~~n/a~~	~~n/a~~	~~0.25/bed~~	~~exempt~~
Group Home (6.1.4.G.)	C	n/a	n/a	0.5/bed	exempt
Lodging					
Conventional Lodging (6.1.5.B.)	B (LO)	n/a	n/a	0.75/room	0.204*bedrooms
Short-term Rental Unit (6.1.5.C.)	B (LO)	n/a	n/a	1/DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	0.204*bedrooms
Commercial Uses					
Office (6.1.6.B.)	B	6,000 sf excluding basement storage	n/a	2.47/1,000 sf	0.000247 * sf
Retail (6.1.6.C.)	B		n/a	3.37/1,000 sf	0.000216 * sf
Service (6.1.6.D.)	B		n/a	2.25/1,000 sf	0.000216 * sf
Restaurant/Bar (6.1.6.E.)	B		n/a	1/73 sf dining area + 1/40 sf bar area	0.000599 * sf
Amusement/Recreation					
Amusement (6.1.5.B.)	B	n/a	n/a	1/40 sf seating area or independent calculation	0.000216 * sf
Developed Recreation (6.1.7.D.)	B	n/a	n/a	3.37/1,000 sf	independent calculation
Outfitter/Tour Operator (6.1.7.E.)	B	n/a	n/a	independent calculation	independent calculation
Institutional Uses					
Assembly (6.1.8.B.)	C	n/a	n/a	independent calculation	independent calculation
Day Care/Education (6.1.8.C.)	B	n/a	n/a	independent calculation	independent calculation
Transportation/Infrastructure					

Y = Use allowed, no use permit required B = Basic Use Permit (Sec. 8.4.2.) C = Conditional Use Permit (Sec. 8.4.3.)
(LO) = Lodging Overlay Only

1. Allowed Uses				2. Use Requirements	
Use	Permit	Individual Use (max)	Density (max)	Parking (min) (Div. 6.2.) (E.1)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Parking (6.1.10.B.)	C	n/a	n/a	n/a	0.000123 * sf
Utility Facility (6.1.10.C.)	C	n/a	n/a	0.75/employee + 0.75/stored vehicle	0.000123 * sf
Wireless Communications Facilities (6.1.10.D.)				0.75/employee + 0.75/stored vehicle	0.000123 * sf
Minor	B	n/a	n/a		
Accessory Uses					
Accessory Residential Unit (6.1.11.B.)	B	n/a	n/a	1/DU	exempt
Home Occupation (6.1.11.D.)	B	n/a	n/a	n/a	exempt
~~Family~~ Home Daycare (6.1.11.F.)	B	n/a	n/a	0.75/employee + 0.75 off-street pick-up/ drop-off	exempt
Temporary Uses					
Christmas Tree Sales (6.1.12.B.)	Y	n/a	n/a	0.75/1,000 sf outdoor display area + 0.75/ employee	exempt
Farm Stand (6.1.12.E.)	B	n/a	n/a	3.75/1,000 sf display area	exempt

Y = Use allowed, no use permit required B = Basic Use Permit (Sec. 8.4.2.) C = Conditional Use Permit (Sec. 8.4.3.)
(LO) = Lodging Overlay Only

3. Operational Standards	
Outdoor Storage	(Sec. 6.4.1.)
Outdoor Storage	Prohibited
Freestanding storage units (trailers, sheds, “Bully Barns”, tarpaulin structures, etc.) not made a permanent part of a structure	Prohibited
Refuse and Recycling	(Sec. 6.4.2.)
Trash & recycling enclosure required	> 4 DUs and all nonresidential
Noise	(Sec. 6.4.3.)
Sound level at property line (max)	65 DBA
Vibration	(Sec. 6.4.4.)
Electrical Disturbances	(Sec. 6.4.5.)
Fire and Explosive Hazards	(Sec. 6.4.6.)

D. Development Options and Subdivision

Standards applicable to development options and subdivision are provided below. Where a cross-reference is provided see the referenced division or section for additional standards. All standards in Article 7. are applicable unless stated otherwise.

1. Allowed Subdivision and Development Options		
Option	Lot Size (min)	Standards
Allowed Subdivision Options		
Land Division	7,500 sf	Sec. 7.2.3.
Townhouse Condominium Subdivision	n/a	Sec. 7.2.4.
2. Residential Subdivision Requirements		
Schools and Parks Exaction		
Schools exaction	.020 acres per 1- or 2-~~family~~ unit dwelling .015 acres per multi-~~family~~ unit dwelling	
Parks exaction	9 acres per 1,000 resident	
3. Infrastructure		
Transportation Facilities		(Div. 7.6.)
Access		required
Right-of-way for Minor Local Road (min)		60’
Paved travel way for Minor Local Road (min)		20’
Required Utilities		(Div. 7.7.)
Water		public
Sewer		public

4. Required Subdivision and Development Option Permits				
Option	Sketch Plan (Sec. 8.3.2.)	Development Plan (Sec. 8.3.3.)	Development Option Plan (Sec. 8.5.3.)	Subdivision Plat (Sec. 8.5.4.)
Land Division				
≤ 10 Lots		X		X
> 10 Lots	X	X		X
Condominium/Townhouse				X

Pages 2-76 through 2-80 omitted

C. Allowed Uses and Use Standards

Standards applicable to use are provided below. Where a cross-reference is listed see the referenced division or section for additional standards. Allowed uses are listed in subsection 1. Uses that are not listed are prohibited unless a similar use determination is made pursuant to 6.1.2.C. All standards in Article 6. are applicable unless stated otherwise.

1. Allowed Uses				2. Use Requirements	
Use	Permit	Individual Use (max)	Density (max)	Parking (min) (Div. 6.2.) (E.1)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Residential Uses					
~~Attached Single-Family Unit~~ Attached Dwelling (6.1.4.C.)	B	8,000 sf habitable excluding basement	n/a	1/DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	0.000017*sf + (Exp(-14.17 + 1.59*Ln(sf)))/2.176
Apartment (6.1.4.D.)	B				
~~Dormitory (6.1.4.F.)~~	~~C~~	~~n/a~~	~~n/a~~	~~0.25/bed~~	~~exempt~~
Group Home (6.1.4.G.)	C	n/a	n/a	0.5/bed	exempt
Lodging					
Conventional Lodging (6.1.5.B.)	B (LO)	n/a	n/a	0.75/room	0.102 * rooms
Short-term Rental Unit (6.1.5.C.)	B (LO)	n/a	n/a	1/DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	0.102 * rooms
Commercial Uses					
Office (6.1.6.B.)	B	6,000 sf excluding basement storage	n/a	2.47/1,000 sf	0.000247 * sf
Retail (6.1.6.C.)	B		n/a	3.37/1,000 sf	0.000216 * sf
Service (6.1.6.D.)	B		n/a	2.25/1,000 sf	0.000216 * sf
Restaurant/Bar (6.1.6.E.)	B		n/a	1/73 sf dining area + 1/40 sf bar area	0.000599 * sf
Amusement/Recreation					
Amusement (6.1.5.B.)	B	n/a	n/a	1/40 sf seating area or independent calculation	0.000216 * sf
Developed Recreation (6.1.7.D.)	B	n/a	n/a	3.37/1,000 sf	independent calculation
Outfitter/Tour Operator (6.1.7.E.)	B	n/a	n/a	independent calculation	independent calculation
Institutional Uses					
Assembly (6.1.8.B.)	C	n/a	n/a	independent calculation	independent calculation
Day Care/Education (6.1.8.C.)	B	n/a	n/a	independent calculation	independent calculation
Transportation/Infrastructure					
Parking (6.1.10.B.)	C	n/a	n/a	n/a	0.000123 * sf

Y = Use allowed, no use permit required B = Basic Use Permit (Sec. 8.4.2.) C = Conditional Use Permit (Sec. 8.4.3.)
(LO) = Lodging Overlay Only

1. Allowed Uses				2. Use Requirements	
Use	Permit	Individual Use (max)	Density (max)	Parking (min) (Div. 6.2.) (E.1)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Utility Facility (6.1.10.C.)	C	n/a	n/a	0.75/employee + 0.75/stored vehicle	0.000123 * sf
Wireless Communications Facilities (6.1.10.D.)				0.75/employee + 0.75/stored vehicle	0.000123 * sf
Minor	B	n/a	n/a		
Accessory Uses					
Accessory Residential Unit (6.1.11.B.)	B	n/a	n/a	1/DU	exempt
Home Occupation (6.1.11.D.)	B	n/a	n/a	n/a	exempt
~~Family~~ Home Daycare (6.1.11.F.)	B	n/a	n/a	0.75/employee + 0.75 off-street pick-up/ drop-off	exempt
Temporary Uses					
Christmas Tree Sales (6.1.12.B.)	Y	n/a	n/a	0.75/1,000 sf outdoor display area + 0.75/ employee	exempt
Farm Stand (6.1.12.E.)	B	n/a	n/a	3.75/1,000 sf display area	exempt

Y = Use allowed, no use permit required B = Basic Use Permit (Sec. 8.4.2.) C = Conditional Use Permit (Sec. 8.4.3.)
(LO) = Lodging Overlay Only

3. Operational Standards	
Outdoor Storage	(Sec. 6.4.1.)
Outdoor Storage	Prohibited
Freestanding storage units (trailers, sheds, “Bully Barns”, tarpaulin structures, etc.) not made a permanent part of a structure	Prohibited
Refuse and Recycling	(Sec. 6.4.2.)
Trash & recycling enclosure required	> 4 DUs and all nonresidential
Noise	(Sec. 6.4.3.)
Sound level at property line (max)	65 DBA
Vibration	(Sec. 6.4.4.)
Electrical Disturbances	(Sec. 6.4.5.)
Fire and Explosive Hazards	(Sec. 6.4.6.)

D. Development Options and Subdivision

Standards applicable to development options and subdivision are provided below. Where a cross-reference is provided see the referenced division or section for additional standards. All standards in Article 7. are applicable unless stated otherwise.

1. Allowed Subdivision and Development Options		
Option	**Lot Size (min)**	**Standards**
Allowed Subdivision Options		
Land Division	7,500 sf	Sec. 7.2.3.
Townhouse Condominium Subdivision	n/a	Sec. 7.2.4.
2. Residential Subdivision Requirements		
Schools and Parks Exaction		
Schools exaction	.020 acres per 1- or 2-~~family~~ unit dwelling .015 acres per multi-~~family~~ unit dwelling	
Parks exaction	9 acres per 1,000 resident	
3. Infrastructure		
Transportation Facilities		(Div. 7.6.)
Access		required
Right-of-way for Minor Local Road (min)		60’
Paved travel way for Minor Local Road (min)		20’
Required Utilities		(Div. 7.7.)
Water		public
Sewer		public

4. Required Subdivision and Development Option Permits				
Option	**Sketch Plan (Sec. 8.3.2.)**	**Development Plan (Sec. 8.3.3.)**	**Development Option Plan (Sec. 8.5.3.)**	**Subdivision Plat (Sec. 8.5.4.)**
Land Division				
≤ 10 Lots		X		X
> 10 Lots	X	X		X
Condominium/Townhouse				X

Pages 2-84 through 2-88 omitted

10. Physical Development Permits Required							
Physical Development	Sketch Plan (Sec. 8.3.2.)	Development Plan (Sec. 8.3.3.)	Building Permit (Sec. 8.3.4.)	DRC Review (Sec. 8.2.6.)	Sign Permit (Sec. 8.3.6.)	Grading Permit (Sec. 8.3.5.)	Floodplain Permit
Floor Area							
< 9,750 sf			X	X		Sec. 5.7.1.	Sec. 5.4.4.
9,750 sf – 19,500 sf		X	X	X		Sec. 5.7.1.	Sec. 5.4.4.
>19,500 sf	X	X	X	X		Sec. 5.7.1.	Sec. 5.4.4.
> 30,000 sf for only residential use	optional	X	X	X		Sec. 5.7.1.	Sec. 5.4.4.
Sign					X	Sec. 5.7.1.	Sec. 5.4.4.

C. Allowed Uses and Use Standards

Standards applicable to use are provided below. Where a cross-reference is listed see the referenced division or section for additional standards. Allowed uses are listed in subsection 1. Uses that are not listed are prohibited unless a similar use determination is made pursuant to 6.1.2.C. All standards in Article 6. are applicable unless stated otherwise.

1. Allowed Uses				2. Use Requirements	
Use	Permit	Individual Use (max)	Density (max)	Parking (min) (Div. 6.2.) (E.1)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Residential Uses					
~~Attached Single-Family Unit~~ Attached Dwelling (6.1.4.C.)	B	8,000 sf habitable excluding basement	n/a	1/DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	0.000017(sf) + (Exp(-14.17 + 1.59*Ln(sf)))/2.176
Apartment (6.1.4.D.)	B				
~~Dormitory (6.1.4.F.)~~	~~B~~	~~n/a~~	~~n/a~~	~~0.25/bed~~	~~exempt~~
Group Home (6.1.4.G.)	C	n/a	n/a	0.5/bed	exempt
Commercial Uses					
Office (6.1.6.B.)	B	n/a	n/a	2.47/1,000 sf	0.000247 * sf
Retail (6.1.6.C.)	B	50,000 sf excluding basement storage	n/a	3.37/1,000 sf	0.000216 * sf
Service (6.1.6.D.)	B		n/a	2.25/1,000 sf	0.000216 * sf
Restaurant/Bar (6.1.6.E.)	B		n/a	1/73 sf dining area + 1/40 sf bar area	0.000599 * sf
Mini-Storage Warehouse (6.1.6.G.)	B	n/a	n/a	1/10 storage units + 1/employee	0.000007 * sf
Heavy Retail/Service (6.1.6.F.) (E.3)	C	n/a	n/a	1.5/1,000 sf + 2.25 per repair bay + 0.75/wash bay	0.000123 * sf

Y = Use allowed, no use permit required B = Basic Use Permit (Sec. 8.4.2.) C = Conditional Use Permit (Sec. 8.4.3.)

1. Allowed Uses				2. Use Requirements	
Use	Permit	Individual Use (max)	Density (max)	Parking (min) (Div. 6.2.) (E.1)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Nursery (6.1.6.H.)	C	n/a	n/a	independent calculation	independent calculation
Amusement/Recreation					
Amusement (6.1.7.B.)	B	n/a	n/a	1/40 sf seating area or independent calculation	0.000216 * sf
Developed Recreation (6.1.7.D.)	B	n/a	n/a	3.37/1,000 sf	independent calculation
Outfitter/Tour Operator (6.1.7. E.)	B	n/a	n/a	independent calculation	independent calculation
Institutional Uses					
Assembly (6.1.8.B.)	C	n/a	n/a	independent calculation	independent calculation
Day Care/Education (6.1.8.C.)	B	n/a	n/a	independent calculation	independent calculation
Industrial Uses					
Light Industry (6.1.9.B.) (E.3)	C	n/a	n/a	0.75/1,000sf + 0.75/company vehicle	0.000123 * sf
Transportation/Infrastructure					
Parking (6.1.10.B.)	C	n/a	n/a	n/a	0.000123 * sf
Utility Facility (6.1.10.C.)	C	n/a	n/a	0.75/employee + 0.75/stored vehicle	0.000123 * sf
Wireless Communications Facilities (6.1.10.D.)					
Minor	B	n/a	n/a	0.75/employee + 0.75/stored vehicle	0.000123 * sf
Accessory Uses					
Accessory Residential Unit (6.1.11.B.)	B	n/a	n/a	1/DU	exempt
Home Occupation (6.1.11.D.)	B	n/a	n/a	n/a	exempt
~~Family~~ Home Daycare (6.1.11.F.)	B	n/a	n/a	0.75/employee + 0.75 off-street pick-up/ drop-off	exempt
Drive-in Facility (6.1.11.H.)	B	n/a	n/a	3 que spaces per service lane	exempt
Temporary Uses					
Christmas Tree Sales (6.1.12.B.)	Y	n/a	n/a	0.75/1,000 sf outdoor display area + 0.75/ employee	exempt
Farm Stand (6.1.12.E.)	B	n/a	n/a	3.75/1,000 sf display area	exempt

Y = Use allowed, no use permit required B = Basic Use Permit (Sec. 8.4.2.) C = Conditional Use Permit (Sec. 8.4.3.)

3. Operational Standards	
Outdoor Storage	(Sec. 6.4.1.)
Outdoor Storage	Prohibited
Freestanding storage units (trailers, sheds, "Bully Barns", tarpaulin structures, etc.) not made a permanent part of a structure	Prohibited
Refuse and Recycling	(Sec. 6.4.2.)
Trash & recycling enclosure required	> 4 DUs and all nonresidential
Noise	(Sec. 6.4.3.)
Sound level at property line (max)	65 DBA
Vibration	(Sec. 6.4.4.)
Electrical Disturbances	(Sec. 6.4.5.)
Fire and Explosive Hazards	(Sec. 6.4.6.)

D. Development Options and Subdivision

Standards applicable to development options and subdivision are provided below. Where a cross-reference is provided see the referenced division or section for additional standards. All standards in Article 7. are applicable unless stated otherwise.

1. Allowed Subdivision and Development Options		
Option	**Lot Size (min)**	**Standards**
Allowed Subdivision Options		
Land Division	7,500 sf	(Sec. 7.2.3.)
Townhouse Condominium Subdivision	n/a	(Sec. 7.2.4.)
2. Residential Subdivision Requirements		
Schools and Parks Exaction		
Schools exaction	.020 acres per 1- or 2-~~family~~ unit dwelling .015 acres per multi-~~family~~ unit dwelling	
Parks exaction	9 acres per 1,000 resident	
3. Infrastructure		
Transportation Facilities		(Div. 7.6.)
Access		required
Right-of-way for Minor Local Road (min)		60'
Paved travel way for Minor Local Road (min)		20'
Required Utilities		(Div. 7.7.)
Water		public
Sewer		public

Pages 2-92 through 2-95 omitted

2.2.14. DC-1: Downtown Core-1 (2/1/21, Ord. 1278)

A. Intent

1. General Intent. The intent of the Downtown Core-1 (DC-1) zone is to provide for a vibrant mixed-use area with a variety of uses and amenities, consisting of wide sidewalks and retail shopfronts pulled up to the street.

2. Buildings. Buildings can be up to 3 stories in height. Massing, articulation, openings, and step backs are used to reduce bulk and mass. Buildings are located close to the sidewalk, creating an attractive street edge. Large storefront windows invite and encourage pedestrian activity.

3. Parking. Parking is primarily provided off-site on public lots and on-street. Parking provided on-site is underground or screened from view by buildings.

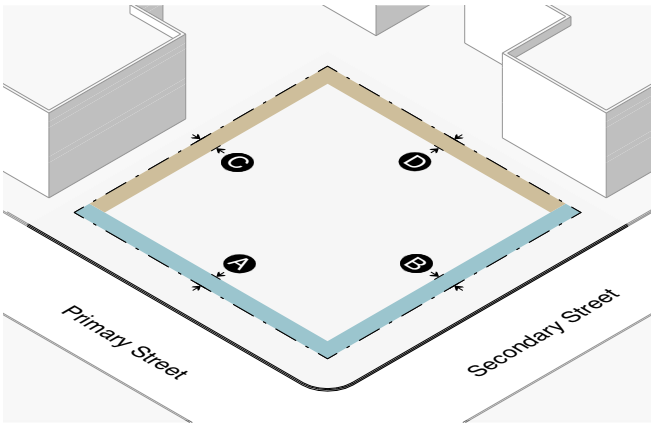
4. Land Use. Active and engaging uses are encouraged on ground floors but not required, with offices, apartments, ~~single-family~~ attached dwellings, and lodging primarily located on upper stories.

5. Comprehensive Plan. Based primarily on sub area 2.3 of the Comprehensive Plan.

B. Physical Development

Standards applicable to physical development are provided in this Section. Where a cross-reference is listed, see the referenced division or section for additional standards. Standards in Article 5. apply unless stated otherwise.

1. Lot Standards



Building Setbacks	(Sec. 9.4.8.)	
Primary street setback range (min-max)	0' - 5'	A
Secondary street setback range (min-max)	0' - 5'	B
Side interior (min)	0' or 5'	C
Rear (min)	0' or 5'	D
Abutting protected zone (min)	10'	
Landscaping	(Div. 5.5.)	
Landscape surface ratio (min)	n/a	
Plant units (min)	n/a	
Fencing		
Height in any street or side yard (max)	4'	
Height in rear yard (max)	6'	
Setback from pedestrian frontage (min)	1'	
Setback from side or rear lot line (min)	0'	
Parking Setbacks	(Sec. 9.4.8.)	
Primary street, above ground (min)	30'	
Secondary street, surface parking (min)	30'	
Secondary street, tuck-under, enclosed, or structured parking screened by bldg. (min)	0'	
Access		
Curb cut width (max)	24'	

Pages 2-97 through 2-98 omitted

C. Allowed Uses and Use Standards

Standards applicable to use are provided below. Where a cross-reference is listed see the referenced division or section for additional standards. Allowed uses are listed in subsection 1. Uses that are not listed are prohibited unless a similar use determination is made pursuant to 6.1.2.C. All standards in Article 6. are applicable unless stated otherwise.

1. Allowed Uses				2. Use Requirements	
Use	Permit	Individual Use (max)	Density (max)	Parking (min) (Div. 6.2.) (E.1)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Residential Uses					
~~Attached Single-Family Unit~~ Attached Dwelling (6.1.4.C.)	B	8,000 sf habitable excluding basement	n/a	1/DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	0.000017*sf + (Exp(-14.17 + 1.59*Ln(sf)))/2.176
Apartment (6.1.4.D.)	B				
~~Dormitory (6.1.4.F.)~~	~~C~~	~~n/a~~	~~n/a~~	~~0.251/bed~~	~~exempt~~
Group Home (6.1.4.G.)	C	n/a	n/a	0.5/bed	exempt
Lodging					
Conventional Lodging (6.1.5.B.)	B (LO)	n/a	n/a	0.75/room	0.102 * rooms
Short-term Rental Unit (6.1.5.C.)	B (LO)	n/a	n/a	1/DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	0.102 * rooms
Commercial Uses					
Office (6.1.6.B.)	B	12,500 sf excluding basement storage	n/a	1.65/1,000 sf	0.000247 * sf
Retail (6.1.6.C.)	B		n/a	2.25/1,000 sf	0.000216 * sf
Service (6.1.6.D.)	B		n/a	1.5/1,000 sf	0.000216 * sf
Restaurant/Bar (6.1.6.E.)	B		n/a	1/110 sf dining area + 1/60 sf bar area	0.000599 * sf
Amusement/Recreation					
Amusement (6.1.7.B.)	B	n/a	n/a	1/60 sf seating area or independent calculation	0.000216 * sf
Developed Recreation (6.1.7.D.)	B	n/a	n/a	3.37/1,000 sf	independent calculation
Outfitter/Tour Operator (6.1.7. E.)	C	n/a	n/a	independent calculation	independent calculation
Institutional Uses					
Assembly (6.1.8.B.)	C	n/a	n/a	independent calculation	independent calculation
Day Care/Education (6.1.8.C.)	B	n/a	n/a	independent calculation	independent calculation

Y = Use allowed, no use permit required B = Basic Use Permit (Sec. 8.4.2.) C = Conditional Use Permit (Sec. 8.4.3.)
(LO) = Lodging Overlay Only

1. Allowed Uses				2. Use Requirements	
Use	Permit	Individual Use (max)	Density (max)	Parking (min) (Div. 6.2.) (E.1)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Transportation/Infrastructure					
Parking (6.1.10.B.)	C	n/a	n/a	n/a	0.000123 * sf
Utility Facility (6.1.10.C.)	C	n/a	n/a	0.5/employee + 0.5/stored vehicle	0.000123 * sf
Wireless Communications Facilities (6.1.10.D.)				0.5/employee + 0.5/stored vehicle	0.000123 * sf
Minor	B	n/a	n/a		
Accessory Uses					
Accessory Residential Unit (6.1.11.B.)	B	n/a	n/a	1/DU	exempt
Home Occupation (6.1.11.D.)	B	n/a	n/a	n/a	exempt
~~Family~~ Home Daycare (6.1.11.F.)	B	n/a	n/a	0.5/employee + 0.5 off-street pick-up/ drop-off	exempt
Temporary Uses					
Christmas Tree Sales (6.1.12.B.)	Y	n/a	n/a	0.5/1,000 sf outdoor display area + 0.5/ employee	exempt
Farm Stand (6.1.12.E.)	B	n/a	n/a	2.5/1,000 sf display area	exempt

Y = Use allowed, no use permit required B = Basic Use Permit (Sec. 8.4.2.) C = Conditional Use Permit (Sec. 8.4.3.)
(LO) = Lodging Overlay Only

3. Operational Standards	
Outdoor Storage	(Sec. 6.4.1.)
Outdoor Storage	Prohibited
Freestanding storage units (trailers, sheds, “Bully Barns”, tarpaulin structures, etc.) not made a permanent part of a structure	Prohibited
Refuse and Recycling	(Sec. 6.4.2.)
Trash & recycling enclosure	Required
Noise	(Sec. 6.4.3.)
Sound level at property line (max)	65 DBA
Vibration	(Sec. 6.4.4.)
Electrical Disturbances	(Sec. 6.4.5.)
Fire and Explosive Hazards	(Sec. 6.4.6.)

D. Development Options and Subdivision

Standards applicable to development options and subdivision are provided below. Where a cross-reference is provided see the referenced division or section for additional standards. All standards in Article 7. are applicable unless stated otherwise.

1. Allowed Subdivision and Development Options		
Option	**Lot Size (min)**	**Standards**
Allowed Subdivision Options		
Land Division	5,000 sf	Sec. 7.2.3.
Townhouse Condominium Subdivision	n/a	Sec. 7.2.4.
2. Residential Subdivision Requirements		
Schools and Parks Exaction		
Schools exaction	.020 acres per 1- or 2-~~family~~ unit dwelling .015 acres per multi-~~family~~ unit dwelling	
Parks exaction	9 acres per 1,000 resident	
3. Infrastructure		
Transportation Facilities		(Div. 7.6.)
Access		required
Right-of-way for Minor Local Road (min)		60’
Paved travel way for Minor Local Road (min)		20’
Required Utilities		(Div. 7.7.)
Water		public
Sewer		public

4. Required Subdivision and Development Option Permits				
Option	**Sketch Plan (Sec. 8.3.2.)**	**Development Plan (Sec. 8.3.3.)**	**Development Option Plan (Sec. 8.5.3.)**	**Subdivision Plat (Sec. 8.5.4.)**
Land Division				
≤ 10 Lots		X		X
> 10 Lots	X	X		X
Condominium/Townhouse				X

Pages 2-102 through 2-103 omitted

2.2.15. DC-2: Downtown Core-2 (2/1/21, Ord. 1278)

A. Intent

1. General Intent. The intent of the Downtown Core-2 (DC-2) zone is to provide for a vibrant mixed-use area with a variety of uses and amenities, consisting of wide sidewalks and buildings close to the sidewalk.

2. Buildings. Buildings can be up to 3 stories in height. Massing, articulation, openings, and step backs are used to reduce bulk and mass. Buildings are located close to the sidewalk, creating an attractive street edge. Large storefront windows, display windows, and entry features invite and encourage pedestrian activity.

3. Parking. Parking is primarily provided off-site on public lots and on-street. Parking provided on-site is underground or screened from view by buildings.

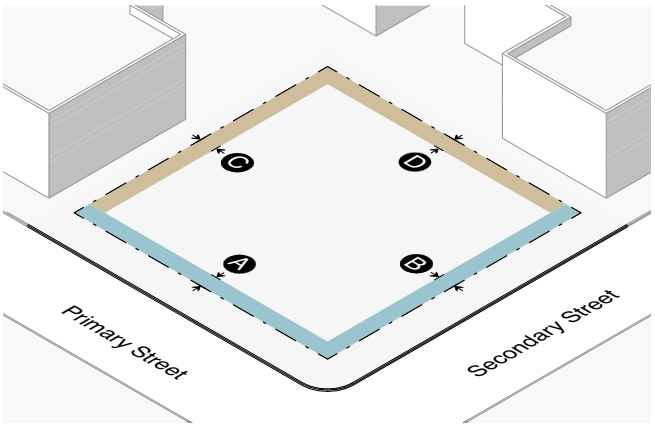
4. Land Use. Active and engaging uses are encouraged on ground floors but not required, with offices, apartments, ~~single-family~~ attached dwellings, and lodging primarily located on upper stories.

5. Comprehensive Plan. Based primarily on sub area 2.3 of the Comprehensive Plan.

B. Physical Development

Standards applicable to physical development are provided in this Section. Where a cross-reference is listed, see the referenced division or section for additional standards. Standards in Article 5. apply unless stated otherwise.

1. Lot Standards



Building Setbacks	(Sec. 9.4.8.)	
Primary street setback range (min-max)	0' - 5'	A
Secondary street setback range (min-max)	0' - 5'	B
Side interior (min)	0' or 5'	C
Rear (min)	0' or 5'	D
Abutting protected zone (min)	10'	
Landscaping	(Div. 5.5.)	
Landscape surface ratio (min)	n/a	
Plant units (min)	n/a	
Fencing		
Height in any street or side yard (max)	4'	
Height in rear yard (max)	6'	
Setback from pedestrian frontage (min)	1'	
Setback from side or rear lot line (min)	0'	
Parking Setbacks	(Sec. 9.4.8.)	
Primary street, above ground (min)	30'	
Secondary street, surface parking (min)	30'	
Secondary street, tuck-under, enclosed, or structured parking screened by bldg. (min)	0'	
Access		
Curb cut width (max)	24'	

Pages 2-105 through 2-106 omitted

C. Allowed Uses and Use Standards

Standards applicable to use are provided below. Where a cross-reference is listed see the referenced division or section for additional standards. Allowed uses are listed in subsection 1. Uses that are not listed are prohibited unless a similar use determination is made pursuant to 6.1.2.C. All standards in Article 6. are applicable unless stated otherwise.

1. Allowed Uses				2. Use Requirements	
Use	Permit	Individual Use (max)	Density (max)	Parking (min) (Div. 6.2.) (E.1)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Residential Uses					
~~Attached Single-Family Unit~~ Attached Dwelling (6.1.4.C.)	B	8,000 sf habitable excluding basement	n/a	1/DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	0.000017*sf + (Exp(-14.17 + 1.59*Ln(sf)))/2.176
Apartment (6.1.4.D.)	B				
~~Dormitory (6.1.4.F.)~~	~~C~~	~~n/a~~	~~n/a~~	~~0.251/bed~~	~~exempt~~
Group Home (6.1.4.G.)	C	n/a	n/a	0.5/bed	exempt
Lodging					
Conventional Lodging (6.1.5.B.)	B (LO)	n/a	n/a	0.75/room	0.102 * rooms
Short-term Rental Unit (6.1.5.C.)	B (LO)	n/a	n/a	1/DU if < 2 bedrooms and < 500 sf; otherwise, 1.5/DU	0.102 * rooms
Commercial Uses					
Office (6.1.6.B.)	B	12,500 sf excluding basement storage	n/a	1.65/1,000 sf	0.000247 * sf
Retail (6.1.6.C.)	B		n/a	2.25/1,000 sf	0.000216 * sf
Service (6.1.6.D.)	B		n/a	1.5/1,000 sf	0.000216 * sf
Restaurant/Bar (6.1.6.E.)	B		n/a	1/110 sf dining area + 1/60 sf bar area	0.000599 * sf
Amusement/Recreation					
Amusement (6.1.7.B.)	B	n/a	n/a	1/60 sf seating area or independent calculation	0.000216 * sf
Developed Recreation (6.1.7.D.)	B	n/a	n/a	3.37/1,000 sf	independent calculation
Outfitter/Tour Operator (6.1.7. E.)	C	n/a	n/a	independent calculation	independent calculation
Institutional Uses					
Assembly (6.1.8.B.)	C	n/a	n/a	independent calculation	independent calculation
Day Care/Education (6.1.8.C.)	B	n/a	n/a	independent calculation	independent calculation
Transportation/Infrastructure					
Parking (6.1.10.B.)	C	n/a	n/a	n/a	0.000123 * sf

Y = Use allowed, no use permit required B = Basic Use Permit (Sec. 8.4.2.) C = Conditional Use Permit (Sec. 8.4.3.)
(LO) = Lodging Overlay Only

1. Allowed Uses				2. Use Requirements	
Use	Permit	Individual Use (max)	Density (max)	Parking (min) (Div. 6.2.) (E.1)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Utility Facility (6.1.10.C.)	C	n/a	n/a	0.5/employee + 0.5/stored vehicle	0.000123 * sf
Wireless Communications Facilities (6.1.10.D.)				0.5/employee + 0.5/stored vehicle	0.000123 * sf
Minor	B	n/a	n/a		
Accessory Uses					
Accessory Residential Unit (6.1.11.B.)	B	n/a	n/a	1/DU	exempt
Home Occupation (6.1.11.D.)	B	n/a	n/a	n/a	exempt
~~Family~~ Home Daycare (6.1.11.F.)	B	n/a	n/a	0.5/employee + 0.5 off-street pick-up/ drop-off	exempt
Temporary Uses					
Christmas Tree Sales (6.1.12.B.)	Y	n/a	n/a	0.5/1,000 sf outdoor display area + 0.5/ employee	exempt
Farm Stand (6.1.12.E.)	B	n/a	n/a	2.5/1,000 sf display area	exempt

Y = Use allowed, no use permit required B = Basic Use Permit (Sec. 8.4.2.) C = Conditional Use Permit (Sec. 8.4.3.)
(LO) = Lodging Overlay Only

3. Operational Standards	
Outdoor Storage	(Sec. 6.4.1.)
Outdoor Storage	Prohibited
Freestanding storage units (trailers, sheds, “Bully Barns”, tarpaulin structures, etc.) not made a permanent part of a structure	Prohibited
Refuse and Recycling	(Sec. 6.4.2.)
Trash & recycling enclosure	Required
Noise	(Sec. 6.4.3.)
Sound level at property line (max)	65 DBA
Vibration	(Sec. 6.4.4.)
Electrical Disturbances	(Sec. 6.4.5.)
Fire and Explosive Hazards	(Sec. 6.4.6.)

D. Development Options and Subdivision

Standards applicable to development options and subdivision are provided below. Where a cross-reference is provided see the referenced division or section for additional standards. All standards in Article 7. are applicable unless stated otherwise.

1. Allowed Subdivision and Development Options		
Option	**Lot Size (min)**	**Standards**
Allowed Subdivision Options		
Land Division	5,000 sf	Sec. 7.2.3.
Townhouse Condominium Subdivision	n/a	Sec. 7.2.4.
2. Residential Subdivision Requirements		
Schools and Parks Exaction		
Schools exaction	.020 acres per 1- or 2-~~family~~ unit dwelling .015 acres per multi-~~family~~ unit dwelling	
Parks exaction	9 acres per 1,000 resident	
3. Infrastructure		
Transportation Facilities		(Div. 7.6.)
Access		required
Right-of-way for Minor Local Road (min)		60’
Paved travel way for Minor Local Road (min)		20’
Required Utilities		(Div. 7.7.)
Water		public
Sewer		public

4. Required Subdivision and Development Option Permits				
Option	**Sketch Plan (Sec. 8.3.2.)**	**Development Plan (Sec. 8.3.3.)**	**Development Option Plan (Sec. 8.5.3.)**	**Subdivision Plat (Sec. 8.5.4.)**
Land Division				
≤ 10 Lots		X		X
> 10 Lots	X	X		X
Condominium/Townhouse				X

Pages 2-110 through 2-115 omitted

D. Development Options and Subdivision

Standards applicable to development options and subdivision are provided below. Where a cross-reference is provided see the referenced division or section for additional standards. All standards in Article 7. are applicable unless stated otherwise.

1. Allowed Subdivision and Development Options		
Option	**Lot Size (min)**	**Standards**
Allowed Subdivision Options		
Land Division	5,000 sf	Sec. 7.2.3.
Townhouse Condominium Subdivision	n/a	Sec. 7.2.4.
2. Residential Subdivision Requirements		
Schools and Parks Exaction		
Schools exaction	.020 acres per 1- or 2-~~family~~ unit dwelling .015 acres per multi-~~family~~ unit dwelling	
Parks exaction	9 acres per 1,000 resident	
3. Infrastructure		
Transportation Facilities		(Div. 7.6.)
Access		required
Right-of-way for Minor Local Road (min)		60’
Paved travel way for Minor Local Road (min)		20’
Required Utilities		(Div. 7.7.)
Water		public
Sewer		public

4. Required Subdivision and Development Option Permits				
Option	**Sketch Plan (Sec. 8.3.2.)**	**Development Plan (Sec. 8.3.3.)**	**Development Option Plan (Sec. 8.5.3.)**	**Subdivision Plat (Sec. 8.5.4.)**
Land Division				
≤ 10 Lots		X		X
> 10 Lots	X	X		X
Condominium/Townhouse				X

Pages 2-117 through 2-121 omitted

3. Operational Standards	
Outdoor Storage	(Sec. 6.4.1.)
Outdoor Storage	Prohibited
Freestanding storage units (trailers, sheds, "Bully Barns", tarpaulin structures, etc.) not made a permanent part of a structure	Prohibited
Refuse and Recycling	(Sec. 6.4.2.)
Trash & recycling enclosure	> 4 DUs and all nonresidential
Noise	(Sec. 6.4.3.)
Sound level at property line (max)	65 DBA
Vibration	(Sec. 6.4.4.)
Electrical Disturbances	(Sec. 6.4.5.)
Fire and Explosive Hazards	(Sec. 6.4.6.)

D. Development Options and Subdivision

Standards applicable to development options and subdivision are provided below. Where a cross-reference is provided see the referenced division or section for additional standards. All standards in Article 7. are applicable unless stated otherwise.

1. Allowed Subdivision and Development Options		
Option	**Lot Size (min)**	**Standards**
Allowed Subdivision Options		
Land Division	5,000 sf	Sec. 7.2.3.
Townhouse Condominium Subdivision	n/a	Sec. 7.2.4.
2. Residential Subdivision Requirements		
Schools and Parks Exaction		
Schools exaction	.020 acres per 1- or 2-~~family~~ unit dwelling .015 acres per multi-~~family~~ unit dwelling	
Parks exaction	9 acres per 1,000 resident	
3. Infrastructure		
Transportation Facilities		(Div. 7.6.)
Access		required
Right-of-way for Minor Local Road (min)		60'
Paved travel way for Minor Local Road (min)		20'
Required Utilities		(Div. 7.7.)
Water		public
Sewer		public

Pages 2-123 through 2-129 omitted

1. Allowed Uses				2. Use Requirements	
Use	Permit	BSA (min)	Density (max)	Parking (min) (Div. 6.2.) (E.1)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Transportation/Infrastructure					
Utility Facility (6.1.10.C.)	C	0 sf	n/a	1/employee + 1/stored vehicle	0.000123 * sf
Wireless Communications Facilities (6.1.10.D.)					
Minor	B	0 sf	n/a	1/employee + 1 per stored vehicle	0.000123 * sf
Major	C	0 sf	n/a		
Heliport (6.1.10.E.)	C	0 sf	n/a	7/daily aircraft movement	0.000123 * sf
Accessory Uses					
Accessory Residential Unit (6.1.11.B.)	C	0 sf	n/a	1.25/DU	exempt
Home Occupation (6.1.11.D.)	B	0 sf	n/a	n/a	exempt
~~Family~~ Home Daycare (6.1.11.F.)	B	0 sf	n/a	1/employee + 1 off-street pick-up/drop-off	exempt
Home Daycare Center (6.1.11.G.)	C	0 sf	n/a	1/employee + 2 off-street pick-up/drop-off	exempt
Temporary Uses					
Christmas Tree Sales (6.1.12.B.)	Y	0 sf	n/a	1/1,000 sf outdoor display area + 1/employee	exempt
Real Estate Sales Office (6.1.12.C.)	B	0 sf	n/a	3.3/1,000 sf	exempt
Temp. Gravel Extraction and Processing (6.1.12.F.)	B	0 sf	n/a	1/employee	exempt

Y=Use allowed, no use permit required, B=Basic Use Permit (Sec. 8.4.2.), C=Conditional Use Permit (Sec. 8.4.3.)

3. Maximum Scale of Use	
Individual Use (floor area) (max)	
Accessory residential unit	800 sf habitable
4. Operational Standards	
Outdoor Storage	(Sec. 6.4.1.) (E.3.b)
Refuse and Recycling	(Sec. 6.4.2.)
Trash & recycling enclosure required	> 4 DUs and all nonresidential
Noise	(Sec. 6.4.3.)
Sound level at property line (max)	65 DBA
Vibration	(Sec. 6.4.4.)
Electrical Disturbances	(Sec. 6.4.5.)
Fire and Explosive Hazards	(Sec. 6.4.6.)

D. Development Options and Subdivision

Standards applicable to development options and subdivision in the BP-ToJ zone are provided or referenced below. Where a cross reference is provided, please see the referenced division or section for additional standards applicable in the BP-ToJ zone. This Subsection is intended to indicate all of the development option and subdivision standards applicable in the BP-ToJ zone, however, all standards in Article 7. are applicable in the BP-ToJ zone, unless stated otherwise.

1. Allowed Subdivision and Development Options		
Option	**Lot Size (min)**	**Standards**
Allowed Subdivision Options		
Land Division	10,000 sf	(Sec. 7.2.3.)
Condominium/Townhouse	n/a	(Sec. 7.2.4.)
2. Residential Subdivision Requirements		
Schools and Parks Exaction		
Schools exaction	.020 acres per 1- or 2-~~family~~ unit dwelling .015 acres per multi-~~family~~ unit dwelling	
Parks exaction	9 acres per 1,000 resident	
3. Infrastructure		
Transportation Facilities		(Div. 7.6.)
Access (E.3.a)		required
Right-of-way for Minor Local Road (min)		60’
Paved travel way for Minor Local Road (min)		20’
Required Utilities		(Div. 7.7.)
Water		public
Sewer		public

4. Required Subdivision and Development Option Permits				
Option	**Sketch Plan (Sec. 8.3.2.)**	**Development Plan (Sec. 8.3.3.)**	**Development Option Plan (Sec. 8.5.3.)**	**Subdivision Plat (Sec. 8.5.4.)**
Land Division				
≤ 10 Lots		X		X
> 10 Lots	X	X		X
Condominium/Townhouse				X

E. Additional Zone-specific Standards

The following standards apply in addition to all other standards applicable in the BP-ToJ zone.

1. **Parking for Industrial Uses.** Off-street parking facilities shall be located within 500 feet of the structure the parking is to serve. Off-site parking must be permanent. Leaseholds are not acceptable.

Pages 2-132 through 2-135 omitted

3. Maximum Scale of Use	
not applicable	
4. Operational Standards	
Outside Storage	(Sec. 6.4.1.)
Refuse and Recycling	(Sec. 6.4.2.)
Trash and recycling enclosure required	>4 DUs and all nonresidential
Noise	(Sec. 6.4.3.)
Max sound level at property line	55 DBA
Vibration	(Sec. 6.4.4.)
Electrical Disturbances	(Sec. 6.4.5.)
Fire and Explosive Hazards	(Sec. 6.4.6.)

D. Development Options and Subdivision

Standards applicable to development options and subdivision in the MHP-ToJ zone are provided or referenced below. Where a cross reference is provided, please see the referenced division or section for additional standards applicable in the MHP-ToJ zone. This Subsection is intended to indicate all of the development option and subdivision standards applicable in the MHP-ToJ zone, however, all standards in Article 7. are applicable in the MHP-ToJ zone, unless stated otherwise.

1. Allowed Subdivision and Development Options						
Option	BSA (min)	Lot Size (min)	Density (max)	FAR (max)	Height (max)	Option Standards
Allowed Subdivision Options		subdivision prohibited				
Allowed Development Options						
Mobile Home Park	n/a	see Sec. 7.1.3. for standards			18'	(Sec. 7.1.3.)
2. Residential Subdivision Requirements						
Schools and Parks Exactions						(Div. 7.5.)
School Exaction			.020 acres per 1- or 2-~~family~~ unit dwelling .015 acres per multi-~~family~~ unit dwelling			
Park Exaction			9 acres per 1,000 resident			
3. Infrastructure						
Transportation Facilities						(Div. 7.6.)
Access						required
Right-of-way for a Minor Local Road (min)						60'
Paved travel way for a Minor Local Road (min)						20'
Required Utilities						(Div. 7.7.)
Water						public
Sewer						public

Pages 2-137 through 3-2 omitted

Div. 3.3. Rural Area Legacy Zones

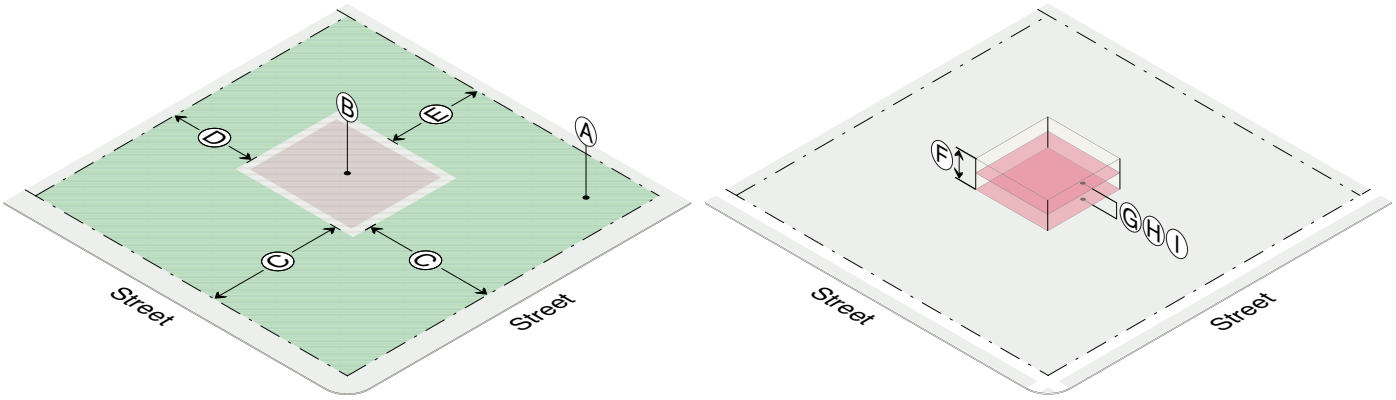
3.3.1. Rural Residential-Town (R-ToJ) (7/18/18, Ord. 1198)

A. Intent

The purpose of the Rural Residential-Town (R-ToJ) Zone classification is to preserve the existing character in rural areas of the Town, typified by expansive open areas, natural features and resources, and agricultural lands.

B. Physical Development

Standards applicable to physical development in the R-ToJ zone are provided or referenced below. Where a cross reference is provided, please see the referenced division or section for additional standards applicable in the R-ToJ zone. This Subsection is intended to indicate all of the physical development standards applicable in the R-ToJ zone, however, all standards in Article 5. are applicable in the R-ToJ zone, unless stated otherwise.



1. Structure Location and Mass									
	Ⓐ	Ⓑ	Ⓒ	Ⓓ	Ⓔ	Ⓕ	Ⓖ	Ⓗ	Ⓘ
	LSR (min)	Lot Coverage (max)	Street Setback (min)	Side Setback (min)	Rear Setback (min)	Height (max)	Stories (max)	Stories (LO) (max)	FAR (max)
~~Detached Single-family unit~~ Detached Dwelling	n/a	E.1, E.2	50’	30’	40’	30’	2	3	n/a
Other principal uses	n/a	n/a	50’	30’	40’	35’	2	3	n/a
Accessory uses	See standards for primary use with which associated (E.5)								
Exceptions									
Residential Projections. Covered and uncovered decks, porches and balconies may encroach into a front yard by not more than 6 feet. Cornices, canopies, eaves, decks, porches, bay windows, chimneys and similar architectural features may encroach into a side or rear yard by not more than 4 feet. Fire escapes may extend into a side or rear yard by not more than 4 feet. Patios which are at grade may extend to any portion of a side or rear yard.									
Detached Accessory Structure Separation. 10’									

Pages 3-4 through 3-5 omitted

C. Allowed Uses and Use Standards

Standards applicable to uses in the R-ToJ zone are provided or referenced below. Allowed uses are listed in Subsection 1. Uses that are not listed are prohibited, unless a similar use determination is made pursuant to 6.1.2.D. Where a cross reference is provided, please see the referenced division or section for additional standards applicable in the R-ToJ zone. This Subsection is intended to indicate all of the use standards applicable in the R-ToJ zone, however, all standards in Article 6. are applicable in the R-ToJ zone, unless stated otherwise.

1. Allowed Uses				2. Use Requirements	
Use	Permit	BSA (min)	Density (max)	Parking (min) (Div. 6.2.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
Open Space					
Agriculture (6.1.3.B.)	B	0 ac	n/a	n/a	exempt
Outdoor Recreation (6.1.3.C.)	C	0 ac	n/a	independent calculation	independent calculation
Residential					
~~Detached Single-Family Unit~~ Detached Dwelling (6.1.4.B.)	Y	0 ac	1 unit per lot	2/DU	0.000017*sf + (Exp(-15.49 + 1.59*Ln(sf)))/2.176
~~Dormitory (6.1.4.F.)~~	~~C~~	~~0 ac~~	~~7 rooms per acre~~	~~1/bed~~	~~exempt~~
Group Home (6.1.4.G.) (E.3)	C	0 ac	7 rooms per acre	0.5/bed	exempt
Commercial					
Nursery (6.1.6.H.)	C	0 ac.	n/a	2 per 1,000 sf + 1 per 4,000 sf outdoor display area + 1 per employee	0.000431*sf
Institutional					
Assembly (6.1.8.B.)	C	0 ac	n/a	independent calculation	independent calculation
Transportation/Infrastructure					
Utility Facility (6.1.10.C.)	C	0 ac	n/a	1/employee + 1/stored vehicle	0.000123 * sf
Wireless Communications Facilities (6.1.10.D.)				1/employee + 1 per stored vehicle	0.000123 * sf
Minor	B	0 sf	n/a		
Accessory Uses					
Accessory Residential Unit (6.1.11.B) (E.5)	B	0 sf	1 unit per lot	1/bedroom	exempt
Home Occupation (6.1.11.D.)	B	0 ac	n/a	n/a	exempt
Home Business (6.1.11.E.)	C	0 ac	n/a	1/employee	exempt

Y=Use allowed, no use permit required B=Basic Use Permit (Sec. 8.4.2.) C=Conditional Use Permit (Sec. 8.4.3.)

1. Allowed Uses				2. Use Requirements	
Use	Permit	BSA (min)	Density (max)	Parking (min) (Div. 6.2.)	Affordable Workforce Housing Units (min) (Div. 6.3.)
~~Family~~ Home Daycare (6.1.11.F.)	B	--	n/a	1/employee + 1 off-street pick-up/drop-off	exempt
Temporary Uses					
Christmas Tree Sales (6.1.12.B.)	Y	0 ac	n/a	1 per 1,000 sf outdoor display area + 1 per employee	exempt
Farm Stand (6.1.12.E.)	B	0 ac	n/a	5 per 1,000 sf display area	exempt
Real Estate Sales Office (6.1.12.C.)	B	0 ac	n/a	3.3/1,000 sf	exempt
Temporary Shelter (6.1.12.D.)	B	0 ac	1 unit per lot	2/DU	exempt
Temp. Gravel Extraction and Processing (6.1.12.F.)	B	0 ac	n/a	1/employee	exempt

Y=Use allowed, no use permit required B=Basic Use Permit (Sec. 8.4.2.) C=Conditional Use Permit (Sec. 8.4.3.)

3. Maximum Scale of Use	
Individual Use (floor area) (max)	
~~Single family unit (detached)~~ Detached Dwelling	
Habitable floor area excluding basement	8,000 sf
Gross floor area excluding basement	10,000 sf
Accessory Residential Unit	
Detached ARU on Lot < 18,000 sf	500 sf habitable
All other ARUs	800 sf habitable
4. Operational Standards	
Outdoor Storage	(Sec. 6.4.1.)
Refuse and Recycling	(Sec. 6.4.2.)
Trash & recycling enclosure required	> 4 DUs and all nonresidential
Noise	(Sec. 6.4.3.)
Sound level at property line (max)	65 DBA
Vibration	(Sec. 6.4.4.)
Electrical Disturbances	(Sec. 6.4.5.)
Fire and Explosive Hazards	(Sec. 6.4.6.)

D. Development Options and Subdivision

Standards applicable to development options and subdivision in the R-ToJ zone are provided or referenced below. Where a cross reference is provided, please see the referenced division or section for additional standards applicable in the R-ToJ zone. This Subsection is intended to indicate all of the development option and subdivision standards applicable in the R-ToJ zone, however, all standards in Article 7. are applicable in the R-ToJ zone, unless stated otherwise.

1. Allowed Subdivision and Development Options		
Option	**Lot Size (min)**	**Standards**
Allowed Subdivision Options		
Land Division	12,000 sf	(Sec. 7.2.3.)
2. Residential Subdivision Requirements		
Schools and Parks Exaction		
Schools exaction		.020 acres per 1- or 2-~~family~~ unit dwelling .015 acres per multi-~~family~~ unit dwelling
Parks exaction		9 acres per 1,000 resident
3. Infrastructure		
Transportation Facilities		(Div. 7.6.)
Access		required
Right-of-way for Minor Local Road (min)		60’
Paved travel way for Minor Local Road (min)		20’
Required Utilities		(Div. 7.7.)
Water		public
Sewer		public

4. Required Subdivision and Development Option Permits				
Option	**Sketch Plan (Sec. 8.3.2.)**	**Development Plan (Sec. 8.3.3.)**	**Development Option Plan (Sec. 8.5.3.)**	**Subdivision Plat (Sec. 8.5.4.)**
Land Division				
≤ 10 Lots		X		X
> 10 Lots	X	X		X
Condominium/Townhouse				X

E. Additional Zone-specific Standards

The following standards apply in addition to all other standards applicable in the R-ToJ zone.

1. For lots in developments with required open space, the lot coverage shall be calculated for the entire project area and allocated to each lot at the time a Development Plan is approved.

2. Impervious Surface Coverage for Residential Lots

Pages 3-9 through 4-6 omitted

4. Nuisance Standards	
Outside Storage	(Sec. 6.4.1.)
Refuse and Recycling	(Sec. 6.4.2.)
Trash and recycling enclosure required	>4 DUs and all nonresidential
Noise	(Sec. 6.4.3.)
Max sound level at property line	65 DBA
Vibration	(Sec. 6.4.4.)
Electrical Disturbances	(Sec. 6.4.5.)
Fire and Explosive Hazards	(Sec. 6.4.6.)

D. Development Options

Standards applicable to development options and subdivision in the P/SP-ToJ zone are provided or referenced below. Where a cross reference is provided, please see the referenced division or section for additional standards applicable in the P/SP-ToJ zone. This Subsection is intended to indicate all of the development option and subdivision standards applicable in the P/SP-ToJ zone, however, all standards in Article 7. are applicable in the P/SP-ToJ zone, unless stated otherwise.

1. Allowed Subdivision and Development Options		
Option	Lot Size (min)	Standards
Allowed Subdivision Options		
Land Division	n/a	(Sec. 7.2.3.)
Condominium/Townhouse	n/a	(Sec. 7.2.4.)
2. Residential Subdivision Requirements		
Schools and Parks Exactions		
Schools exaction	.020 acres per 1- or 2-~~family~~ unit dwelling .015 acres per multi-~~family~~ unit dwelling	
Parks exaction	9 acres per 1,000 resident	
3. Infrastructure		
Transportation Facilities		(Div. 7.6.)
Access		required
Required Utilities		(Div. 7.7.)
Water		public
Sewer		public

Pages 4-8 through 4-11 omitted

3. Maximum Scale of Use	
not applicable	
4. Nuisance Standards	
Outside Storage	(Sec. 6.4.1.)
Refuse and Recycling	(Sec. 6.4.2.)
Trash and recycling enclosure required	>4 DUs and all nonresidential
Noise	(Sec. 6.4.3.)
Max sound level at property line	65 DBA
Vibration	(Sec. 6.4.4.)
Electrical Disturbances	(Sec. 6.4.5.)
Fire and Explosive Hazards	(Sec. 6.4.6.)

D. Development Options

Standards applicable to development options and subdivision in the P-ToJ zone are provided or referenced below. Where a cross reference is provided, please see the referenced division or section for additional standards applicable in the P-ToJ zone. This Subsection is intended to indicate all of the development option and subdivision standards applicable in the P-ToJ zone, however, all standards in Article 7. are applicable in the P-ToJ zone, unless stated otherwise.

1. Allowed Subdivision and Development Options						
Option	BSA (min)	Lot Size (min)	Density (max)	FAR (max)	Height (max)	Option Standards
Allowed Subdivision Options						
Land Division	n/a	n/a	n/a	determined by physical development		(Sec. 7.2.3.)
Condominium/Townhouse	n/a	n/a	n/a	determined by physical development		(Sec. 7.2.4.)
2. Residential Subdivision Requirements						
Schools and Parks Exactions						(Div. 7.5.)
Schools exaction				0.02 acres per 1- or 2-~~family~~ unit dwelling 0.015 acres per multi-~~family~~ unit dwelling		
Parks exaction				9 acres per 1,000 resident		
3. Infrastructure						
Transportation Facilities						(Div. 7.6.)
Access				required		
Required Utilities						(Div. 7.7.)
Water				public		
Sewer				public		

Pages 4-13 through 5-38 omitted

Div. 5.4. Natural Hazard Protection Standards

The purpose of this Division is to limit development in naturally hazardous areas. Development in hazardous areas threatens the health, safety and welfare of human inhabitants, steep slopes, poor soils, avalanche chutes, floodplains, dense forest and areas along fault lines offer unique opportunities for interaction with the environment, but when natural events do occur in these areas the results can be disastrous.

5.4.1. Steep Slopes (7/18/18, Ord. 1197)

A. Slopes in Excess of 25%

No physical development shall be permitted on natural slopes in excess of 25%.

B. Exceptions

1. **Manmade Slopes.** Physical development on manmade slopes is permitted, provided that the proposed finish grade complies with all other applicable standards of these LDRs.

2. **Small Slopes.** Physical development of isolated slopes that cover less than 1,000 square feet and have less than 10 feet of elevation change is permitted.

3. **Essential Access.** Physical development of steep slopes is permitted to provide essential access for vehicles and/or utilities when no other alternative access exists.

C. Standards in Hillside Areas

The purpose of this Section is to provide requirements, standards, criteria, and review procedures which are supplementary to those found elsewhere in these LDRs, and which apply only to hillside areas of the Town of Jackson.

1. **Definition.** For purposes of this Section, hillside areas within the Town of Jackson shall be defined as any lot of record which has an average cross-slope (in any direction) of 10% or greater. This definition shall include any lot of record upon which proposed physical development, use, development option, or subdivision may affect any portion of said lot of record having a slope of 10% or greater, even though the average cross-slope of the subject property may be less than 10%.

2. **Applicability and Exceptions.** The requirements and procedures of this Subsection shall apply when any hillside area is proposed for subdivision, lot split, or development or terrain disturbance of any kind, including a building permit. The only exception shall be in the case of a detached dwelling ~~single-family unit~~ on a lot which has been legally platted prior November 9, 1994.

3. **Conditional Use Permit Required.** Prior to any terrain disturbance, removal of vegetation, or any physical development, use, development option, or subdivision, a Conditional Use Permit shall be required.

Pages 5-40 through 5-41 omitted

Div. 5.5. Landscaping Standards

5.5.1. Purpose (1/1/15, Ord. 1074)

A. General Purpose

The purpose of these landscaping standards is to assist in maintaining the character of the zones by providing minimum planting, buffering, and screening around and within physical development. Landscape surface area and/or plant units are required for both residential and nonresidential use based upon the zone in which the use is located.

5.5.2. Landscape Plan (1/1/15, Ord. 1074)

A. General

A landscape plan shall be submitted for review, along with the appropriate application for a physical development permit for all physical development except that detached dwellings ~~single-family units~~ shall be exempted from the provisions of this Section, but shall be landscaped in accordance with the remaining standards of this Division.

B. Standards

The landscape plan shall comply with the following standards.

1. **Landscape Architect Required.** A landscape plan shall be prepared by a landscape architect registered in the State of Wyoming.

2. **Approval and Bond Required.** Prior to issuance of any physical development permit that requires a landscape plan, a performance bond for completion of the approved landscape plan shall be submitted to the Planning Director pursuant to Sec. 8.2.11.

C. Requirements of Landscape Plan

The landscape plan shall include the following elements.

1. **Mapping of Existing Vegetation.** A map identifying all deciduous trees of 3 inches in caliper or greater, and all coniferous trees of 3 inches in caliper or greater, within an area proposed for clearing and within 25 feet of any area to be cleared. In addition, all trees or shrubs proposed to be retained and counted towards complying with the landscaping standards of this Division shall be mapped. This mapping requirement may be combined with the mapping completed pursuant to Sec. 8.2.2.

2. **Calculation to Determine Required Landscaping.** A summary of all calculations used to determine the total amount of landscaping required.

3. **Plant Schedule.** A plant schedule, identifying symbols, quantity, size, and type of all proposed landscaping and existing vegetation that is proposed for credit.

4. **Planting Plan.** The planting plan shall indicate the location of all proposed landscaping and existing landscaping that is proposed for credit.

5. **Irrigation Statement.** An irrigation statement describing how plant material will be irrigated for a minimum 2 year period or until plant establishment.

6. **Erosion Control.** A description of how erosion is to be controlled on-site, both permanently and during construction.

7. **Cost Estimates.** Cost estimates to implement the landscape plan.

5.5.3. Required Plant Units (7/18/18, Ord. 1197)

A. General

1. **Sum of All Requirements.** The plant units required shall be the sum of all of the plant units prescribed by the standards of this Section.

> **EXAMPLE:** A nonresidential development with a parking lot shall provide the plant units required for the nonresidential development and the plant units required for the parking lot.

2. **Measurement.** One plant unit shall be the minimum amount provided by any development; fractional plant units of one-half or more shall be treated as a requirement of one plant unit.

3. **Credit for Existing Vegetation.** Retention of existing vegetation is encouraged. Any retained existing plant material which satisfies, or with 5 years of growth would satisfy, the required plant units shall be counted towards satisfying the required plant units.

B. Requirements

Except as specified below, plant units shall be provided at a rate of one plant unit per 1,000 square feet of required landscaped surface area.

1. **Nonresidential in the R-ToJ.** Nonresidential development in the R-ToJ zone shall be provided at a rate of one plant unit per 1,000 square feet of gross floor area.

2. **Residential in Legacy Zones.** All new residential development in a Legacy Zone (Div. 2.3. & Div. 3.3.) shall provide one plant unit per dwelling unit.

3. **Location of Plant Units in Single Dwelling ~~Single-Family~~ Subdivisions.** For residential development within single dwelling ~~single-family~~ subdivisions, the landscaping required per dwelling unit shall be located on each lot of record.

Pages 5-44 through 5-76 omitted

c. A residential unit(s) that is a Registered Historic Resource structure, or that is contained within such a structure, shall not count as a dwelling unit for the purpose of maximum density limitations.

4. Minimum Lot Size

The minimum lot size limit on a property with a structure listed on the Jackson Historic Register may be eliminated for the purpose of separating the historic property on an individual lot. However, all resulting lots shall meet all applicable requirements of the LDRs with the exception that the Registered Historic Resource may be as close as 5 feet from any newly created rear setback. In addition, the Registered Historic Resource shall be protected in perpetuity on the lot (repositioning allowed) by the recordation of an historic preservation easement.

5. Workforce Housing Mitigation

a. Uses within a Registered Historic Resource are exempt from the affordable workforce housing mitigation requirements in Div. 6.3. (see 6.3.2.C.3 for full text).

b. Any addition to a Registered Historic Resource that receives approval of a Certificate of Appropriateness shall be exempt from the affordable workforce housing mitigation requirements in Div. 6.3. (see 6.3.2.C.3 for full text).

c. For any property with a Registered Historic Resource, the landowner may transfer or sell any unused housing mitigation credits to another property in the TS-1, TS-2, DC-1, DC-2, CR-1, CR-2, CR-3, BP, NM-2, or NH-1 zone. To calculate the amount of the credit, the Town will assume the following: 1) for a residential zone, the credit assumes 100% Detached ~~Single-family~~ Dwelling development; 2) for a mixed-use zone, the credit assumes 100% Retail development.

> **EXAMPLE:** For a 7,500 sf property with a 1.3 FAR and existing 1,500 sf historic structure, the housing mitigation credit would be calculated as follows: 9,750 sf (total FAR) sf of credit available to be transferred (i.e., floor area of existing historic structure is not counted). This 9,750 sf then needs to be converted to a mitigation requirement assuming 100% Retail development. Using the Town's workforce housing calculator, this yields a total credit of approximately 2.1 mitigation units.

6. Transfer of Development Rights (TDR) for Historic Preservation

Properties with a Registered Historic Resource may transfer or sell unused floor area (Transferred Floor Area) to another eligible property according the standards in this subsection.

Pages 5-78 through 6-2 omitted

Use Schedule: Town Character Zones															
USE CATEGORY	Complete Neighborhood Zones													Rural Area Zones	Def/ Stds
Specific Use	NL-1	NL-2	NL-3	NL-4	NL-5	NM-1	NM-2	NH-1	DC	CR-1	CR-2	CR-3	OR	n/a	
Open Space															6.1.3
Agriculture	B	B	B	B	B	B	--		--	--	--	--	--	--	6.1.3.B
Outdoor Recreation	--	--	--	--	--	--	--	--	--	--	--	--	--	--	6.1.3.C
Residential															6.1.4
~~Detached Single-Family Unit~~ Detached Dwelling	Y	Y	Y	Y	Y[z]	Y	Y	Y	--	--	--	--	--	--	6.1.4.B
~~Attached Single-Family Unit~~ Attached Dwelling	--	--	--	--	~~--~~B[z]	B	B[z]	B	B	B	B	B	B	--	6.1.4.C
Apartment	--	--	--	--	B[z]	B	B[z]	B	B	B	B	B	B	--	6.1.4.D
Mobile Home	--	--	--	--	--	--	--	--	--	--	--	--	--	--	6.1.4.E
~~Dormitory~~	~~--~~	~~--~~	~~--~~	~~--~~	~~C~~	~~C~~	~~B~~	~~C~~	~~C~~	~~C~~	~~C~~	~~B~~	~~C~~	~~--~~	~~6.1.4.F~~
Group Home	C[z]	C[z]	--	--	C	C	B	C	C	C	C	C	C	--	6.1.4.G
Lodging															6.1.5
Conventional Lodging	--	--	--	--	--	--	--	--	B(LO)	B(LO)	B(LO)	--	--	--	6.1.5.B
Short-Term Rental Unit	--	--	--	--	--	--	--	--	B(LO)	B(LO)	B(LO)	--	--	--	6.1.5.C
Commercial															6.1.6
Office	--	--	--	--	--	--	--	--	B	B	B	B	B	--	6.1.6.B
Retail	--	--	--	--	--	--	--	--	B	B	B	B	B[z]	--	6.1.6.C
Service	--	--	--	--	--	--	--	--	B	B	B	B	B[z]	--	6.1.6.D
Restaurant/Bar	--	--	--	--	--	--	--	--	B	B	B	B	--	--	6.1.6.E
Heavy Retail/Service	--	--	--	--	--	--	--	--	--	--	--	C	--	--	6.1.6.F
Mini-Storage Warehouse	--	--	--	--	--	--	--	--	--	--	--	B	--	--	6.1.6.G
Nursery	--	--	--	--	--	--	--	--	--	--	--	C	--	--	6.1.6.H
Amusement/Recreation															6.1.7
Amusement	--	--	--	--	--	--	--	--	B	B	B	B	--	--	6.1.7.B
Developed Recreation	--	--	--	--	--	--	--	--	B	B	B	B	--	--	6.1.7.D
Outfitter/Tour Operator	--	--	--	--	--	--	--	--	C	B	B	B	--	--	6.1.7.E
Adult Entertainment Business	--	--	--	--	--	--	--	--	--	--	--		--	--	6.1.7.F
Institutional															6.1.8
Assembly	C	C	--	--	C	--	C	C	C	C	C	C	C	--	6.1.8.B
Daycare/Education	--	--	--	--	--	--	--	--	B	B	B	B	B	--	6.1.8.C

Y = Use allowed, no use permit required (LO) = Only allowed in Lodging Overlay -- = Use not allowed
B = Basic Use Permit required C = Conditional Use Permit required S = Special Use Permit required
[z] = Use subject to zone specific standards

Use Schedule: Town Character Zones															
USE CATEGORY	Complete Neighborhood Zones													Rural Area Zones	Def/ Stds
Specific Use	NL-1	NL-2	NL-3	NL-4	NL-5	NM-1	NM-2	NH-1	DC	CR-1	CR-2	CR-3	OR	n/a	
Industrial															6.1.9
Light Industry	--	--	--	--	--	--	--	--	--	--	--	B[Z]	--	--	6.1.9.B
Heavy Industry	--	--	--	--	--	--	--	--	--	--	--	--	--	--	6.1.9.C
Disposal	--	--	--	--	--	--	--	--	--	--	--	--	--	--	6.1.9.D
Transportation/Infrastructure															6.1.10
Parking	--	--	--	--	--	--	--	--	C	C	C	C	--	--	6.1.10.B
Utility Facility	C	C	C	C	C	C	C	C	C	C	C	C	C	--	6.1.10.C
Wireless Communication Facilities															
Minor	B	B	B	B	B	B	B	B	B	B	B	B	B	--	6.1.10.D
Major	--	--	--	--	--	--	--	--	--	--	--	--	--	--	
Heliport	--	--	--	--	--	--	--	--	--	--	--	C	--	--	6.1.10.E
Accessory Uses															6.1.11
Accessory Residential Unit	B[Z]	B[Z]	B[Z]	B[Z]	--	B[Z]	--	--	B	B	B	B	B	--	6.1.11.B
Bed and Breakfast	--	--	--	--	--	--	--	--	--	--	--	--	--	--	6.1.11.C
Home Occupation	B	B	B	B	B	B	B	B	B	B	B	B	B	--	6.1.11.D
Home Business	C	C	C	C	C	C	C	C	--	--	--	--	--	--	6.1.11.E
~~Family~~ Home Daycare	B	B	B	B	B	B	B	B	B	B	B	B	B	--	6.1.11.F
Home Daycare Center	C	C	--	--	C	--	C	C	--	--	--	--	--	--	6.1.11.G
Drive-In Facility	--	--	--	--	--	--	--	--	--	--	--	B	--	--	6.1.11.H
Temporary Uses															6.1.12
Christmas Tree Sales	--	--	--	--	--	--	--	--	Y	Y	Y	Y	--	--	6.1.12.B
Real Estate Sales Office	--	--	--	--	--	--	--	--	--	--	--	--	--	--	6.1.12.C
Temporary Shelter	B	B	B	B	B	B	B	B	--	--	--	--	--	--	6.1.12.D
Farm Stand	--	--	--	--	--	--	--	--	B	B	B	B	--	--	6.1.12.E
Temp. Gravel Extraction and Processing	B	B	B	B	B	B	B	B	--	--	--	--	--	--	6.1.12.F

Y = Use allowed, no use permit required (LO) = Only allowed in Lodging Overlay -- = Use not allowed
B = Basic Use Permit required C = Conditional Use Permit required S = Special Use Permit required
[Z] = Use subject to zone specific standards

Use Schedule: Town Legacy Zones								
USE CATEGORY	Complete Neighborhood Zones				Rural Area Zones	Civic Zones		Def/ Stds
Specific Use	TS	UC	BP-ToJ	MHP-ToJ	R-ToJ	P/SP-ToJ	P-ToJ	
Open Space								6.1.3
Agriculture	--	--	--	--	B	Y	Y	6.1.3.B
Outdoor Recreation	--	--	C	--	C	C	C	6.1.3.C
Residential								6.1.4
~~Detached Single-Family Unit~~ Detached Dwelling	--	Y	--	--	Y	--	--	6.1.4.B
~~Attached Single-Family Unit~~ Attached Dwelling	--	B [Z]	--	--	--	--	--	6.1.4.C
Apartment	--	B [Z]	--	--	--	--	--	6.1.4.D
Mobile Home	--	--	--	B [Z]	--	--	--	6.1.4.E
~~Dormitory~~	~~--~~	~~C~~	~~--~~	~~--~~	~~C~~	~~C~~	~~--~~	~~6.1.4.F~~
Group Home	--	C	--	--	C [Z]	C	--	6.1.4.G
Lodging								6.1.5
Conventional Lodging	C(LO)	B(LO)	--	--	--	--	--	6.1.5.B
Short-Term Rental Unit	C(LO)	B(LO)	--	--	--	--	--	6.1.5.C
Commercial								6.1.6
Office	B	B	--	--	--	C	--	6.1.6.B
Retail	B	B	--	--	--	--	--	6.1.6.C
Service	B	B	--	--	--	C	--	6.1.6.D
Restaurant/Bar	B	B	--	--	--	--	--	6.1.6.E
Heavy Retail/Service	--	--	B	--	--	C	--	6.1.6.F
Mini-Storage Warehouse	--	--	B	--	--	C	--	6.1.6.G
Nursery	--	--	C	--	C	--	--	6.1.6.H
Amusement/Recreation								6.1.7
Amusement	C	C	--	--	--	--	--	6.1.7.B
Developed Recreation	--	B	C	--	--	C	--	6.1.7.D
Outfitter/Tour Operator	--	C	C	--	--	--	--	6.1.7.E
Adult Entertainment Business	--	--	C	--	--	--	--	6.1.7.F
Institutional								6.1.8
Assembly	--	C	C	--	C	C	--	6.1.8.B
Daycare/Education	--	B	C	--	--	C	--	6.1.8.C

Key: Y = Use allowed, no use permit required -- = Use not allowed [Z] = Use subject to zone specific standards
(LO) = Only allowed in Lodging Overlay (OF) = Only allowed in Office Overlay
B = Basic Use Permit required C = Conditional Use Permit required S = Special Use Permit required

Use Schedule: Town Legacy Zones								
USE CATEGORY	Complete Neighborhood Zones				Rural Area Zones	Civic Zones		Def/ Stds
Specific Use	TS	UC	BP-ToJ	MHP-ToJ	R-ToJ	P/SP-ToJ	P-ToJ	
Industrial								6.1.9
Light Industry	--	--	B	--	--	C	--	6.1.9.B
Heavy Industry	--	--	C	--	--	C	--	6.1.9.C
Disposal	--	--	C	--	--	C	--	6.1.9.D
Transportation/Infrastructure								6.1.10
Parking	--	--	--	--	--	C	--	6.1.10.B
Utility Facility	--	C	C	C	C	C	C	6.1.10.C
Wireless Communication Facilities								
Minor	B	B	B	B	B	B	B	6.1.10.D
Major	--	--	C	--	--	C	C	
Heliport	--	--	C	--	--	C	--	6.1.10.E
Accessory Uses								6.1.11
Accessory Residential Unit	B	B	C	--	B	B	--	6.1.11.B
Bed and Breakfast	--	B(LO)	--	--	--	--	--	6.1.11.C
Home Occupation	B	B	B	B	B	B	--	6.1.11.D
Home Business	--	B	--	--	C	--	--	6.1.11.E
~~Family~~ Home Daycare	--	B	B	--	B	--	--	6.1.11.F
Home Daycare Center	--	B	C	--	--	B	--	6.1.11.G
Drive-In Facility	--	B	--	--	--	--	--	6.1.11.H
Temporary Uses								6.1.12
Christmas Tree Sales	--	Y	Y	--	Y	Y	Y	6.1.12.B
Real Estate Sales Office	--	--	B	--	B	--	--	6.1.12.C
Temporary Shelter	--	B	--	B	B	--	--	6.1.12.D
Farm Stand	--	B	--	--	B	B	--	6.1.12.E
Temp. Gravel Extraction and Processing	--	B	B	B	B	B	B	6.1.12.F

Key: Y = Use allowed, no use permit required -- = Use not allowed [Z] = Use subject to zone specific standards
(LO) = Only allowed in Lodging Overlay (OF) = Only allowed in Office Overlay
B = Basic Use Permit required C = Conditional Use Permit required S = Special Use Permit required

Pages 6-7 through 6-9 omitted

b. Does Not Include:

i. Golf course

2. Standards

a. Operations Plan. An outdoor recreation use shall be subject to an operations plan approved as part of its use permit. The purpose of the operations plan is to outline management practices and techniques to mitigate the impact of the use on natural resources and neighboring properties. The operations plan shall address the following, if applicable.

i. Strategies or mitigation measures to minimize glare from night lighting; and

ii. Hours of operation.

6.1.4. Residential Uses (7/18/18, Ord. 1198)

A. All Residential Uses

1. Definition. A residential use is a living facility, certified under the International Residential or Building Code or by HUD, that includes permanent provision for living, sleeping, eating, cooking, and sanitation.

2. Standards

a. No residential unit or portion of a residential unit may be rented such that occupancy is limited to less than 31 days. Short-term rental of less than 31 days shall be considered a lodging use subject to the standards of Sec. 6.1.4. A time-share condominium is considered a residential use as long as the ownership intervals are 31 days or longer. Any ownership intervals of less duration shall be considered a lodging use.

b. A residential unit shall have a maximum of one kitchen.

c. Occupancy of a camping unit is not a residential use. A camping unit may only be occupied as permitted by 6.1.12.D.

d. Occupancy Requirements for International Residential Code (IRC) Structures

i. Structures 3,000 square feet or less: 1 person per 200 square feet or 4 persons per bathroom, whichever is greater.

ii. Structures 3,001 square feet or more: 1 person per 200 square feet or 4 persons per bathroom, whichever is less.

iii. Bathroom shall be defined as: a space containing at least one toilet, one sink, and one bathtub or shower.

e. Occupancy Requirements for International Building Code (IBC) Structures

i. Shall be pursuant to the IBC.

B. Detached ~~Single-Family Unit~~ Dwelling

1. **Definition.** A detached dwelling ~~single-family unit~~ is a single residential unit occupied by not more than one ~~family~~ household unit having no roof, wall, or floor in common with any other residential unit or nonresidential unit, except as modified below.

a. Includes:

i. ~~Single-family units~~ Detached dwellings attached to accessory residential units

ii. Detached townhouse units

C. Attached ~~Single-Family Unit~~ Dwelling

1. **Definition.** An attached dwelling ~~single-family unit~~ is a residential unit occupied by not more than one ~~family~~ household unit, which is connected to at least one other dwelling unit or nonresidential unit by one or more common walls.

a. Includes:

i. Attached townhouse unit

ii. Condominium

b. Does Not Include:

i. Apartments

ii. ~~Single-family units~~ Attached dwellings attached to accessory residential units

D. Apartment

1. **Definition.** An apartment is a ~~single-family unit~~ dwelling that cannot be owned as a separate, single unit.

2. Does Not Include:

a. Townhouse

b. Condominium

c. Accessory residential unit

E. Mobile Home

1. **Definition.** A mobile home is a movable or portable dwelling unit, built on a chassis or frame, for use with or without a permanent foundation, fabricated in an off-site location, which conforms to the applicable US Housing and Urban

Development (HUD) construction and safety standards as amended, and is intended for occupancy as a ~~single-family~~ detached dwelling when connected to utility systems.

a. Includes:

i. Manufactured home

b. Does Not Include:

i. Camping Unit

ii. Homes built to meet the requirements of the International Residential or Building Code

2. Standards

a. The mobile home shall be of a color and placed or landscaped in such a way as to be visually unobtrusive.

b. The mobile home's roof shall use nonmetallic, nonreflective materials and shall have a minimum pitch of 3 in 12.

c. The mobile home shall be skirted.

F. ~~Dormitory~~

1. ~~Definition. A dormitory is a residential unit occupied by a group of unrelated people not residing as a single family.~~

a. ~~Includes:~~

i. ~~boarding houses or rooming houses~~

ii. ~~residential facilities for students and staff of schools~~

iii. ~~resi dential facilities associated with other types of instruction, education, training, and religious activity~~

2. ~~Standards~~

a. ~~Maximum density. For purposes of the density calculation, a room shall mean a sleeping room designed for an occupancy of no more than 2 people~~.

G. Group Home

1. Definition. A group home is a residential unit ~~occupied by more than 3 unrelated individuals~~, which typically offers shelter, medical and mental health services, and other care-related services to residents.

a. Includes:

i. nursing homes and various assisted living centers

Pages 6-13 through 6-34 omitted

i. employee apartment

ii. caretaker's quarters

iii. mother-in-law suite

iv. guesthouse

b. Does Not Include:

i. Mobile Home

2. Primary Uses:

a. All open space uses

b. Detached Dwelling ~~Single-Family Unit~~

c. All lodging uses

d. All commercial uses

e. All amusement and recreation uses

f. All institutional uses

g. All industrial uses

3. Standards

a. **Zone Specific Standards Also Apply.** In addition to the standards of this subsection, applicable standards for an ARU may also be found in Subsection C and/or E for the Section of the Zone in which the ARU is located.

b. **Occupancy.** The occupancy of an ARU shall be restricted to persons that meet one of the following standards:

i. The occupants shall be employed within Teton County, in accordance with the Jackson/Teton County Housing Rules and Regulations; or

ii. The occupants shall be members of the same ~~family~~ household unit occupying the principal dwelling unit, such as parents or adult children; or

iii. The occupants shall be intermittent, nonpaying guests of the ~~family~~ household unit occupying the primary Detached Dwelling. ~~Single-Family Unit~~

c. **Use as Required Housing.** An accessory residential unit may be utilized to satisfy the requirements set forth in Div. 6.3. so long as it complies with the standards of Div. 6.3.

C. Bed and Breakfast

1. **Definition.** A bed and breakfast is a residential unit in which bedrooms are rented as lodging units.

2. Primary Uses:

   a. Detached Dwelling ~~single-family unit~~

3. Standards

   a. A bed and breakfast shall have no more than 4 lodging units (bedrooms).

   b. A bed and breakfast shall average no more than 8 persons per night during any 30 day period.

   c. No more than 2 ~~family style~~ communal meals may be provided per 24 hour period. The meals shall be for the guests of the bed and breakfast only.

   d. The owner or manager shall reside in the dwelling unit.

D. Home Occupation

1. **Definition.** A home occupation is an accessory nonresidential use conducted entirely within a residential unit or on-site structure accessory to the residential unit. The intent of a home occupation is to give small, local businesses a place to start. Home occupations are intended to be at a residential scale; once they grow beyond a certain size they can no longer be characterized as home occupations.

   a. Includes:

      i. professional services (e.g. accountant, physician, real estate agent)

      ii. studios (e.g. art, handcraft, music)

      iii. tailor

      iv. repair of furniture and small appliances

      v. tutoring or classes

      vi. counseling (primarily for individual persons)

2. Primary Uses:

   a. All residential uses

   b. Accessory residential unit

3. Standards

Page 6-37 omitted

c. A home business shall not have more than 3 total employees.

d. No more than 2 persons residing off-site may be employed on the site of a home business.

e. No more than 25% of the maximum habitable floor area of the primary dwelling unit shall be occupied by the home business; however, part or all the nonhabitable floor area in permitted accessory structures may be used for the business.

f. All vehicles and materials must be stored within buildings.

g. All parking shall be provided on-site, and shall be located to the rear of the structure or in another location that is visually unobtrusive.

h. There shall be no window display or other public display of material or merchandise connected with the home business.

i. No more than one wall sign, not to exceed two 2 square feet in area, shall be permitted.

F. ~~Family~~ Home Daycare

1. **Definition.** A ~~family~~ home daycare is the provision of care, for hire, for part of a day, in a ~~family~~ household setting. The intent of a ~~family~~ home daycare is to give small, local businesses a place to start. ~~Family~~ Home daycares are intended to be at a residential scale; once they grow beyond a certain size they can no longer be characterized as ~~family~~ home daycares.

2. Primary Uses

   a. All residential uses

   b. Accessory residential unit

3. Standards

   a. A ~~family~~ home daycare shall provide care for no more than 10 persons.

   b. A ~~family~~ home daycare shall be operated by a person residing within the dwelling.

   c. A ~~family~~ home daycare shall comply with the relevant provisions of the Wyoming Statutes and with local health, safety, and fire codes.

G. Home Daycare Center

1. **Definition.** A home daycare center is the provision of care, for hire, for part of a day, in a ~~family~~ household setting. The intent of a home daycare center is to give small, local businesses a place to start. Home daycare centers are intended to be at a residential scale; once they grow beyond a certain size they can no longer be characterized as home daycare centers.

2. Primary Uses

Pages 6-39 through 6-43 omitted

Div. 6.2. Parking and Loading Standards

6.2.1. Purpose (3/22/15, Ord. 1170)

This Division establishes parking and loading standards for various uses. The standards are intended to lessen congestion on streets and to ensure an adequate supply of parking and loading spaces within a reasonable distance of development.

6.2.2. Required Parking and Loading (7/18/18, Ord. 1198)

A. Required Parking

The table below establishes the minimum required parking spaces that shall be provided for each use in these LDRs, unless otherwise specified in Subsection C.2 of a specific zone. Where a minimum requirement is not listed in the table it shall be determined by the Panning Director upon finding the proposed use has need for parking. Calculations that reference floor area shall be based on the gross floor area. Calculations that reference employees shall be based on the maximum number of employees normally on duty at any one time.

Required Parking		
Use	Parking Spaces	Queuing Spaces
Open Space Uses		
Agriculture	n/a	
Outdoor recreation	independent calculation	
Residential Uses		
~~Detached single-family unit~~ Detached dwelling	2 per DU	
~~Attached single-family unit~~ Attached dwelling	2 per DU +0.5 per DU if ≥ 3 units served by lot	
Apartment	2 per DU +0.5 per DU if ≥ 3 units served by lot	
Mobile home	2 per DU	
~~Dormitory~~	~~1 per bed~~	
Group home	0.5 per bed	
Lodging Uses		
Conventional lodging	0.75 per LU + 1 per 150 sf assembly area	
Short-term rental	2 per LU	
Campground	1 per campsite +1 per 7.5 campsites	
Commercial Uses		
Office	3.3 per 1,000 sf	
Retail	4.5 per 1,000 sf	
Service	3 per 1,000 sf	
Restaurant/Bar	1 per 55 sf dining area + 1 per 30 sf bar area	
Heavy retail/Service	2 per 1,000 sf + 3 per repair bay + 1 per wash bay	2 per wash bay
Mini-storage warehouse	1 per 10 storage units + 1 per employee	
Nursery	2 per 1,000 sf + 1 per 4,000 sf outdoor display area + 1 per employee	

Required Parking		
Use	Parking Spaces	Queuing Spaces
Amusement/Recreation Uses		
Amusement	1 per 30 sf seating area or independent calculation	
Developed recreation	4.5 per 1,000 sf	
Outfitter/Tour operator	independent calculation	
Adult Entertainment Business	1 per 30 sf seating area or independent calculation	
Institutional Uses		
Assembly	independent calculation	
Daycare/Education	independent calculation	
Industrial Uses		
Light industry	1 per 1,000 sf + 1 per company vehicle	
Heavy industry	2 per 1,000 sf + 1 per company vehicle	
Disposal	1 per employee	
Infrastructure Uses		
Parking	n/a	
Utility facility	1 per employee + 1 per stored vehicle	
Wireless communication facility	1 per employee + 1 per stored vehicle	
Heliport	7 per daily aircraft movement	
Accessory Uses		
Accessory residential unit	1.25 per DU	
Bed and breakfast	0.75 per LU	
Home occupation	n/a	
Home business	1 per employee	
~~Family~~ home daycare	1 per employee	1 off-street for pick-up
Home daycare center	1 per employee	2 off-street for pick-up
Drive-in facility	n/a	3 per service lane
Temporary Uses		
Christmas tree sales	1 per 1,000 sf outdoor display area + 1 per employee	
Real estate sales office	3.3 per 1,000 sf	
Temporary shelter	2 per DU	
Farm stand	5 per 1,000 sf display area	
Temporary gravel extraction	1 per employee	

1. **Administrative Adjustment.** The Planning Director may establish a lesser parking requirement pursuant to the procedure of Sec. 8.8.2 based on information from reliable sources that demonstrates a lesser standard is workable due to anticipated parking demand and alternative transportation services available.

Pages 6-46 through 6-48 omitted

C. Display of Vehicles for Sale

Vehicles shall not be displayed for sale in nonresidential parking areas except licensed bona-fide automobile dealerships, and excepting casual display by vehicle owners who are employees or patrons present on the premises at the times of such display.

D. Repair Work Prohibited

No repair work that renders the vehicle inoperable for more than 24 hours shall be permitted on off-street parking or loading facilities.

E. Snow Storage Prohibited

The storage of plowed snow for more than 48 hours is prohibited in required off-street parking and loading areas.

6.2.5. Off-Street Parking and Loading Design Standards (1/1/15, Ord. 1074)

All off-street parking and loading facilities shall meet the following design standards:

A. Surface and Drainage

1. **Paving Required.** Outdoor, off-street parking and loading areas, aisles and access drives shall be paved, except parking areas, aisles and access drives for detached dwellings ~~single-family units~~ which may be gravel.

2. **Paving Standards.** Paved parking and loading areas, aisles and access drives shall be paved with concrete, grasscrete, paving blocks, asphalt, or another all weather surface.

3. **Landscape Islands.** Parking lots shall include landscaped islands to avoid large expanses of asphalt and shall be screened from off-site, or their view substantially filtered by vegetation.

4. **Compaction and Drainage.** Parking and loading areas, aisles, and access drives shall be compacted and paved or surfaced in conformity with applicable specifications to provide a durable surface, shall be graded and drained so as to dispose of surface water runoff without damage to private or public land, roads, or alleys, and shall conform with any additional standards for drainage prescribed by these LDRs, or other applicable regulations and standards.

B. Access and Circulation Standards

1. **Unobstructed Access.** Each required parking space shall have unobstructed access from a road or alley, or from an aisle or drive connecting with a road or alley except for approved tandem parking.

2. **Tandem Parking.** Tandem parking (one vehicle parking directly behind another) is not permitted, and shall not be credited toward meeting any parking requirement of this Division except for residential uses not exceeding 4 units on one lot, provided that the tandem parking spaces are assigned to the same residential unit.

3. **Backing onto Roads and Public Streets Prohibited.** Except for parking facilities serving lots for detached dwellings ~~detached single-family residential lots~~ and parking facilities accommodating 4 vehicles or less, all off-street parking spaces shall open directly onto a parking aisle and be designed so that it will not be necessary for vehicles to back out into any road or public street.

4. **Traffic Interference Prohibited.** All off-street parking and loading facilities shall be designed with access to a street or alley in one or more locations which cause the least interference with traffic movements.

5. **Nonresidential Use Access Drive Width.** Access drives to nonresidential uses shall have a minimum width of 15 feet for drives posted as one-way, or 24 feet for two-lane and 36 feet for three-lane drives.

6. **Access Drive Intersections.** Intersections of parking lot aisles shall be at least 40 feet from a curb cut.

C. Snow Storage Standards

All parking and loading areas shall comply with the following snow storage standards.

1. **General.** Adequate on-site snow storage areas shall be developed to accommodate snow removed from off-street parking and loading areas or the removal of snow from elsewhere on the site.

2. **On-Site Snow Storage Standards for Parking and Loading Area.** If an off-site snow repository is not used, adequate on-site snow storage shall be provided using the following standards:

   a. A minimum site area representing 2.5% of the total required off-street parking and loading area, inclusive of aisles and access drives, shall be provided as the snow storage area.

   b. Adequate drainage of the snow storage area shall be provided to accommodate snowmelt, and no snowmelt shall drain onto contiguous lands.

   c. Required yards and open space may be used to accommodate the required snow storage area, including landscaped areas properly designated for snow storage. However, stored snow shall not restrict access and circulation, nor create a visual obstruction for motorists and pedestrians.

Pages 6-51 through 6-55 omitted

> **EXAMPLE:** On December 18, 1995 the use of a property was a restaurant/bar. In 2000 the use of the property changed to retail. In 2010 the use of the property changed to office. The exiting use for the purpose of this standard is restaurant/bar because restaurant/bar use has the highest affordable workforce housing requirement of the legal uses since December 18, 1995.

> **EXAMPLE:** An office space built as permitted in 2004 is considered existing for the purpose of this standard, regardless of the employee mitigation provided in 2004.

a. This definition of existence shall not apply to an attached dwelling ~~single-family unit~~ or apartment for which housing mitigation has not been provided. (It shall apply to other residential uses.)

> **EXAMPLE:** An existing apartment building built prior to 1995 is being razed to build a new apartment building. Because the apartment building being razed did not provide any affordable housing mitigation when it was built, the new apartment building would be subject to this Division as though the apartment building being razed did not exist.

2. **Other types of development.** This division only applies to new building and use. A non-building physical development, development option, or subdivision is not employee generating development and not subject to this Division, except that 4.3.1.F.6 requires a Planned Resort Master Plan to include an estimation of the affordable workforce housing that will be required for the entire resort and a housing mitigation plan for the entire resort.

> **EXAMPLE:** This Division does not apply to an application for a single~~-family~~ dwelling subdivision. This Division will be applied to each lot in the subdivision at the time a building permit is submitted.

B. Approved Unbuilt Development

1. **Approval prior to December 18, 1995.** Employee generating development approved prior to December 18, 1995 which has not yet been developed shall also be subject to this Division upon submittal of any required application to complete the development.

> **EXAMPLE:** There is no "credit" for an existing vacant lot. A subdivision completed in 1992 approved construction of a detached dwelling ~~single-family unit~~ on each of the lots in the subdivision. Upon application for a building permit to build a unit on one of the lots in the subdivision, this Division shall apply.

> **EXAMPLE:** A Planned Unit Development approved in 2004 allows commercial and residential development on a site, but does not include a specific housing mitigation plan outlining the required number of affordable and employee housing units. Upon application for a development plan, building permit, or use permit under that PUD this Division shall apply.

2. **Substantial amendment to prior approval.** In addition, this Division shall apply to all employee generating development not completed under an existing approval when that existing approval is substantially amended, regardless of whether the amendment applies to the entire uncompleted portion of the approval, and regardless of the approved Housing Mitigation Plan (or Housing Mitigation Agreement). A substantial amendment is any amendment that would increase the amount of affordable workforce housing required.

> **EXAMPLE:** A Sketch Plan was approved for a 3 building development and included a Housing Mitigation Plan. Only 1 building has been built, and only the required housing associated with the built building has been provided. An amendment to the Sketch Plan is proposed to increase the size of 1 of the unbuilt buildings. The amount of affordable workforce housing required to approve the amendment would be equal to the current requirement for both unbuilt buildings.

C. Exemptions

The following are exempt from the standards of this Division.

1. **Housing Department Unit.** A residential unit subject to a deed restriction administered by the Housing Department.

2. **Other Workforce Housing.** A residential unit subject to a deed restriction administered by the Jackson Hole Community Housing Trust or Habitat for Humanity of the Greater Teton Area; or an apartment in the NL-5 zone.

3. **Historic Building.** Use of a building included on the Jackson Historic Register. Furthermore, any addition to a Registered Historic Resource that obtains approval of a Certificate of Appropriateness is exempt from affordable workforce mitigation requirements..

> **EXAMPLE:** A 2,000 square foot historic cabin used currently as an office but being converted into a restaurant would be exempt from this Division. Furthermore, a 3,000 sf addition that gets a Certificate of Appropriateness is also exempt from the mitigation requirements. .

4. **Agriculture.** An agriculture use (6.1.3.B.).

5. **Replacement after Damage by Natural Disaster.** Replacement of an attached dwelling ~~single-family unit~~ (6.1.4.C.) or apartment (6.1.4.D.) that is demolished or destroyed by a natural disaster or through any manner not willfully accomplished by the owner, regardless of the extent of the demolition or destruction. The replacement shall be complete, or an application to complete shall be sufficient, within 18 months of the date of destruction.

6. **Mobile Home.** A mobile home (6.1.4.E.) or mobile home park (Sec. 7.1.4.).

7. ~~**Dormitory.** A dormitory (6.1.4.F.).~~

8. **Group Home.** A group home (6.1.4.G.).

9. **Daycare.** A day care or early childhood education use.

10. **Accessory Use.** An accessory use (Sec. 6.1.11.).

11. **Temporary Use.** A temporary use (Sec. 6.1.12.).

12. **Workforce Housing Unit Incentive.** A residential unit approved pursuant to Div. 7.8., whether deed restricted or not.

13. **Public/Semi-Public Zone.** Employee generating development in the public/semi-public zone.

6.3.3. Amount of Affordable Workforce Housing Required

(12/23/20, Ord. 1270)

A. Requirement

Any employee generating development to which this Division applies shall provide at least the amount of affordable workforce housing determined by the following calculations. The calculations vary by the use being proposed and are the function of the size of the proposal. The calculations are based on the analysis found in the Teton County and Town of Jackson Employee Generation Land Use Study (August 22, 2013), as amended, and assume an affordable workforce housing unit houses 1.8 local employees.

Required Affordable Workforce Housing	
Use	Affordable Workforce Housing Units Required
~~Detached Single-Family Unit~~ Detached Dwelling (6.1.4.B.) (Non-Local Occupancy, A.8)	0.000017 * sf + (Exp(-15.49 + 1.59*Ln(sf)))/2.176
~~Detached Single-Family Unit~~ Detached Dwelling (6.1.4.B.) (Local Occupancy, A.8)	0.000017 * sf + (Exp(-16.14 + 1.59*Ln(sf)))/ 2.176
~~Attached Single-Family Unit~~ Attached Dwelling (6.1.4.C.), Apartment (6.1.4.D.) (Non-Local Occupancy, A.8.)	0.000017 * sf + (Exp(-14.17 + 1.59*Ln(sf)))/ 2.176
~~Attached Single-Family Unit~~ Attached Dwelling (6.1.4.C.), Apartment (6.1.4.D.) (Local Occupancy, A.8)	0.000017 * sf + (Exp(-14.82 + 1.59*Ln(sf)))/ 2.176
Conventional Lodging (6.1.5.B.), Short-Term Rental Unit (6.1.5.C.)	0.102 * room
Office (6.1.6.B.)	0.000247 * sf
Retail (6.1.6.C.), Service (6.1.6.D.), Nursery (6.1.6.H.), Amusement (6.1.7.B.), Adult Entertainment Business (6.1.7.F.)	0.000216 * sf
Restaurant/Bar (6.1.6.E.)	0.000599 * sf
Mini-Storage Warehouse (6.1.6.G.)	0.000007 * sf
Heavy Retail/Service (6.1.6.F.), Industrial Uses (Sec. 6.1.9.), Transportation/ Infrastructure Uses (Sec. 6.1.10.)	0.000123 * sf
Outdoor Recreation (6.1.3.C.), Developed Recreation (6.1.7.D.), Outfitter/Tour Operator (6.1.7.E.), Institutional Uses (Sec. 6.1.8.)	independent calculation

1. Schedule and Calculator Available. A schedule of the requirement for employee generating development of various sizes and a calculator to use in determining the requirement are both available in the Administrative Manual. The residential requirement is a logarithmic equation because there is an exponential relationship between the size of a unit and the number of operations and maintenance employees generated.

2. Use Not Listed. For uses not listed, the Planning Director shall either find a use comparable to the proposed employee generating development and utilize the comparable calculation, or require the applicant to conduct an independent calculation pursuant to 6.3.3.B. to determine the requirement.

3. Expansion. In the case of an expansion to an existing building or use (6.3.2.A.1), the amount of affordable workforce housing required shall be calculated based on the difference between the requirement for the proposed and existing employee generating development.

   > **EXAMPLE:** A 5,000 sf office building proposing to add 1,500 sf would be required to provide 0.37 affordable workforce housing units (0.000247 * 6,500 - 0.000247 * 5,000 = 0.37). A 3,000 sf detached dwelling ~~single-family home~~ proposing to add 500 sf would be required to provide 0.017 affordable workforce housing units ((0.000017 * 3,500 + Exp(-15.49 + 1.59*Ln(3,500))/2.176) - (0.000017 * 3,000 + Exp(-15.49 + 1.59*Ln(3,000))/2.176) = 0.017).

4. Change of Use. In the case of a change of use, the amount of affordable workforce housing required shall be the difference between the requirement for the proposed use and the requirement for the existing use (6.3.2.A.1).

   > **EXAMPLE:** A proposal to use a 2,000 sf retail space as an office would be required to include 0.062 affordable workforce housing units (0.000247 * 2,000 - 0.000247 * 2,000 = 0.062).

5. Unknown Use. For the development of floor area with an unknown use, the allowed use in the zoning district with the greatest need for affordable workforce housing shall be used, except that Restaurant/Bar use shall only be required in association with a Restaurant/Bar use permit.

6. Sf. In the calculations "sf" is equal to the habitable floor area (in square feet), including basement, of each residential, lodging, or nonresidential unit.

   a. The calculation for a multi-unit building shall be the sum of the calculation for each unit.

   b. Common hallways, entryways, stairways, and other circulation areas in buildings with multiple residential or nonresidential units, that are not within any individual unit, shall not be included in the calculation.

7. Room. In the calculations "room" is equal to a single lodging room. In the case of a conventional lodging or short-term rental with multiple bedrooms per unit, the number of rooms used in the calculation shall be the number of bedrooms, not the number of units.

8. Local Occupancy Restriction. The calculation for non-local occupancy shall be applied to all residential uses. In order to utilize the local occupancy calculation, a restriction shall be placed on the unit that requires compliance with the occupancy qualification requirement of the Housing Department Rules and Regulations. Placement of an affordable restriction or workforce restriction on a unit, as defined in the Housing Department Rules and Regulations, shall exempt the unit from any requirement pursuant to 6.3.2.C.1. However, 6.3.2.C.1 does not apply to an occupancy restriction placed to utilize the local occupancy calculation.

> **EXAMPLE:** An applicant proposing to build 3 – 1,000 square foot attached dwellings ~~single-family units~~ would be required to provide 0.108 affordable workforce housing units (3 * (0.000017 * 1,000 + Exp(-14.17 + 1.59*Ln(1,000))/2.176) = 0.108). If a workforce restriction is placed on the units, they are exempt from the requirements of this Section. If an occupancy restriction is placed on the units, 0.081 affordable workforce housing units would be required (3 * (0.000017 * 1,000 + Exp(-14.82 + 1.59*Ln(1,000))/2.176) = 0.081)..

9. Removal of a Voluntary Restriction. An affordable, workforce, or occupancy restriction voluntarily placed on a unit may be removed. In order to remove such a restriction, the affordable workforce housing required on the date of the removal shall be provided. In the case of removal of an occupancy restriction the affordable workforce housing requirement shall be calculated as a change of use from local to non-local occupancy.

10. Update Requirement Regularly. The determination of need for affordable workforce housing shall be evaluated and updated at least every 5 years to account for changes in the economic and demographic trends in the community. Updates shall be based on update to The Teton County and Town of Jackson Employee Generation Land Use Study (August 22, 2013), as amended.

B. Independent Calculation

Where applicable, an independent calculation shall establish the amount of affordable workforce housing required. The intent of the independent calculation is to identify a requirement for an industry that is proportional to the demand for affordable workforce housing that industry generates, where the general circumstances surveyed in the Teton County and Town of Jackson Employee Generation Land Use Study (August 22, 2013), as amended, do not represent unique circumstances of the industry. The independent calculation is not intended to be business specific.

1. Applicability

Page 6-61 omitted

3. **Calculation Values.** The values in the Teton County and Town of Jackson Employee Generation Land Use Study (August 22, 2013), as amended, shall be used in the independent calculation except pursuant to the following standards.

    a. **Values that may be altered.** In the equation for independent calculation an alternate value shall only be used for A, B, or the X and Y values associated with an altered A or B.

    b. **Alternate values.** The alternate value proposed shall be calculated using:

        i. Generally recognized principles and methods of impact analysis; and

        ii. Verifiable local information and data; and

        iii. Data that is industry specific rather than business specific; and

        iv. In the case of B, the year-round (including dual seasonal), post-construction occupancy of the space.

> **EXAMPLE:** A space that is leased to a raft guiding operation in the summer and snowmobile guiding operation in the winter. For a space that size, a raft guiding operation averages 10 employees and a snowmobile guiding operation averages 7 employees. "B" for that use of that space = 7.

6.3.4. Type of Affordable Workforce Housing Required (7/18/18, Ord. 1196)

The affordable workforce housing required by this Division shall comply with the following requirements to ensure its affordability and livability.

A. Unit types allowed.

A required affordable or workforce housing unit shall be a detached dwelling ~~single-family unit~~ (6.1.4.B.), attached dwelling ~~single-family unit~~ (6.1.4.C.), apartment (6.1.4.D.), or accessory residential unit (6.1.4.B.). No other residential or lodging unit type shall be required affordable workforce housing.

B. Affordability.

1. **Restriction.** Each affordable or workforce housing unit shall be subject to one of the following restrictions.

    a. **Less than 50% of Median Income.** An affordable rental restriction, as defined in the Housing Department Rules and Regulations, ensuring affordability for households making 50% of family median income or less.

    b. **50%-80% of Median Income.** An affordable rental restriction, as defined in the Housing Department Rules and Regulations, ensuring affordability for households making above 50% up to 80% of family median income.

Pages 6-63 through 6-65 omitted

b. **Housing Mitigation Agreement.** The property of the affordable workforce housing unit and the property of the employee generating development shall also be subject to a Housing Mitigation Agreement which shall be recorded against the property of the employee generating development in a form acceptable to the Town Attorney.

B. Preferred Methods.

Each employee generating development subject to the requirements of this Division shall provide the required affordable workforce housing by one or a combination of the methods identified below, in order of priority. Alternate methods shall not be proposed.

1. Construction of required affordable workforce housing on the site of the employee generating development, or off-site. Below are LDRs intended to facilitate construction of required affordable workforce housing.

   a. **FAR exemption for affordable or workforce housing units.** Applies in the DC, CR-1, CR-2, CR-3, OR, NH-1, and NM-2 zones, see Sec. 7.8.3.

   b. **25% FAR Bonus for affordable or workforce housing units.** Applies in the TS, UC, and BP zones, see the applicable zone.

   c. **FAR Increases for more units.** Applies in the NL-5 and NM-1 zones, see the applicable zone.

   d. **Shared parking between nonresidential use and affordable workforce housing.** Applies in all zones, see 6.2.2.B.1

2. Conveyance of land for affordable workforce housing.

3. Utilization of a banked affordable or workforce housing unit.

4. Restriction of an existing residential unit as an affordable workforce housing.

5. Payment of an in-lieu fee.

C. Priority Method Impracticable

A required affordable or workforce housing unit shall be provided through the highest priority method practicable. A lower priority method may be used upon making the following findings for each higher priority method.

1. **Less than one unit.** An in-lieu fee may be paid for an affordable workforce housing requirement of less than one unit.

   a. **Exception for change to short-term rental.** In buildings approved under the affordable workforce housing standards in place since July 18, 2018, change of use of a unit from attached dwelling ~~single family~~ or apartment to short-term rental shall be mitigated by construction of the required housing regardless of the amount of the requirement.

2. **On-site provision impractical.** On-site provision of the required affordable workforce housing:

Pages 6-67 through 6-73 omitted

Div. 6.4. Operational Standards

6.4.1. Outside Storage (3/22/17, Ord. 1170)

A. Use of Front Yards

The use of the front yard (street yard) of a residential use for the storage of boats, snowmobiles, trailers, RVs, and similar motor vehicles and equipment is prohibited.

B. Storage of Structures

The storing of structures of any kind is not permitted in any residential zone.

C. Vehicle and Equipment Storage - Vacant Property

The storage of any vehicle on vacant property in a residential zone for more than 3 consecutive days is prohibited. This includes boats, rafts, trailers, snowmobiles, campers, RVs and similar vehicles, and equipment. This also includes heavy equipment, construction equipment, and construction materials. Nothing herein shall be construed to prohibit the storage of vehicles and equipment for temporary construction, provided the storage area is fenced, well marked, and posted. For purposes of this provision, lots which are normally kept and maintained as yard area for an adjacent residence shall not be considered vacant property, provided the vehicles, equipment, and materials stored thereon are owned, supervised, and controlled by an occupant of the adjacent residence.

D. Outdoor Display

The organized outdoor display of goods for sale in association with a nonresidential use is allowed, except an Adult Entertainment Business (see 6.1.7.F), provided it is contained on private property.

6.4.2. Refuse and Recycling (1/1/15, Ord. 1074)

A. Town Trash and Recycling Enclosures

Trash and recycling enclosures shall be provided for all nonresidential uses and ~~multi-family~~ residential developments of 4 or more units. Enclosures shall be of similar material and color to the building. Enclosures shall be entirely enclosed with the side facing the street or alley to be a gate whenever feasible. Enclosures shall provide adequate space for recycling as determined by the Planning Director. Enclosures shall be consolidated wherever possible.

6.4.3. Noise (7/18/18, Ord. 1197)

All uses shall conform with the following standards.

A. Maximum Noise

Noises shall not exceed the maximum sound levels prescribed in the table below, beyond the site boundary lines, except that when a nonresidential activity in contiguous to a residential zone, the residential zone standard shall govern.

Pages 6-75 through 7-15 omitted

7.5.3. School Exactions (1/4/17, Ord. 1164)

A. Applicability

1. All residential subdivisions and re-subdivisions, including new condominiums and townhouse projects to be developed oschoolr constructed, and the conversion of existing dwelling units to a condominium or townhouse subdivision, which is the subject of an approved, recorded plat, shall be required to dedicate lands for school and park development unless specifically exempted by other provisions of this Division.

2. Any subdivision, re-subdivision, or condominium or townhouse subdivision or development on land subject to a recorded plat for which exactions have been fully and properly paid pursuant to this Section shall not be subject to exactions, except for the incremental increase in the number of dwelling units, if any, over and above those permitted by the previous plat for which exactions were paid.

B. Intent

The Teton County School District requires land for necessary school functions, which may include, but are not limited to, school buildings, support facilities, open space, and recreation areas and housing for employees and their families. The purpose of this Section is to ensure that as development occurs within the School District and school enrollment grows, the current level of service provided to students can be maintained. This is accomplished by the adoption of standards for new subdivisions to provide land, or cash-in-lieu thereof to the Town, for use by the School District. The standards are based on the number of students the development generates and the School District's current level of service standard for land area provided per student.

C. Exemptions

The following developments are exempt from the requirements of this Division:

1. Boundary adjustments pursuant to Sec. 8.5.6.

2. Re-subdivisions of existing legally platted lots provided all of the following standards are met:

   a. The replatted lots are restricted to detached dwellings ~~residential use~~ only.

   b. The replat consists only of reconfiguring or eliminating interior lot lines, with no additional land or building area added to the subdivision.

   c. The replat results in no additional dwelling units or lots, and therefore, has no greater impact on park and school facilities than would the original plat.

D. Teton County School District Dedications and Payments

1. **General Formula.** Within the Teton County School District, required land dedications or fees-in-lieu of land dedications for school purposes shall be based on the following formula:

Land area required per student x students generated per dwelling unit = land dedication standard

2. **Land Area Required Per Student.** In applying the general formula above, the following requirements for land area per student shall be used.

Teton County School District Land Requirements Per Student		
	Reasonable Capacity	Recommended Acreage
Elementary School	650	15.5
Middle School	600	26.0
High School	800	38.0
Totals	1,950	79.5
Total Acres/Student		0.04077
Total SF/Student		1,776

3. **Student Generation Rates.** In applying the general formula above, the following requirements for land area per student shall be used.

Teton County School District Student Generation Rates	
~~Single and Two-Family~~ 1- or 2-unit dwelling	0.49 Student/Dwelling Unit
~~Multi-Family~~ Multi-unit dwelling	0.38 Student/Dwelling Unit

4. **Land Dedication Requirements.** Applying the factors listed above results in the Teton County School District school land dedication requirements shown below.

Teton County School District Land Dedication Requirements	
~~Single and Two-Family~~ 1- or 2-unit dwelling	870 sf per unit or 0.020 acre
~~Multi-Family~~ Multi-unit dwelling	675 sf per unit or 0.015 acre

5. **Cash-in-Lieu of Land Dedication.** At the discretion of the Town Council, a developer of residential housing may make a cash payment in lieu of dedicating land, or may make a cash payment in combination with a land dedication. The formula to determine the cash-in-lieu payment is as follows:

   Market value of land per acre x land dedication standard from Subsection 4 above x # of dwelling units = cash-in-lieu payment required.

E. Option for Independent Calculation Of Dedication Standards

An applicant seeking approval for a residential development application may submit an independent calculation. If approved, the independent calculation will be utilized to calculate the required dedication.

Pages 7-18 through 7-19 omitted

4. **Periodic Review.** In order to ensure that these land dedication standards are fair and represent the current level of service provided by the applicable School District, the formula and dedication schedule shall be reviewed by the Town, together with the School District, and amended as necessary.

Div. 7.6. Transportation Facility Standards

7.6.1. Purpose (1/1/15, Ord. 1074)

The purpose of this Division is to control access to public roadways in a manner that maintains the safety, capacity, and function of the roadway and to provide standards for transportation facilities, including streets, alleys, access easements, and pathways.

7.6.2. Access to Roads, Streets and Highways (1/1/15, Ord. 1074)

Direct vehicular access to collector and arterial roads shall be limited to ensure that the congestion created by turning movements is reduced to a minimum. All development shall meet the following standards:

A. Residential Uses

Lots of record for individual detached dwellings ~~single-family units~~ shall take direct access to or from local residential streets and may take direct access to a collector or arterial road only if no other access options exist, and only if the developer is unable to provide a street for access to a public or private local residential street, due to site limitations such as but not limited to topography and sight distances.

B. Other Residential Development

Other residential development of higher density shall take direct access to collector or arterial streets to avoid infiltration of lower density neighborhoods where available.

C. Nonresidential Uses

All nonresidential uses shall take primary access from a parking circulation aisle or drives designed to provide internal circulation within the development or for several lots of record.

1. **Direct Primary Access to Local Street.** Direct primary access to a local residential street is prohibited for nonresidential uses.

2. **Direct Primary Access to Arterial or Collector Road.** Nonresidential uses shall be permitted direct primary access to arterial or collector roads (except as provided in 7.6.2.D.

D. Access Limited to Collector and Arterial Road

At least 300 feet shall separate access points on collector and arterial roads with posted speeds 35 miles per hour (mph) or more.

Pages 7-21 through 7-34 omitted

2. **Restricted Housing.** The restricted floor area provided pursuant to this Section shall be subject to an affordable or workforce deed restriction, acceptable to the Jackson/Teton County Housing Department, which is recorded with the County Clerk.

3. **Required Restrictions Do Not Apply.** Floor area that is required to be restricted in order to comply with Div. 6.3., or another standard of these LDRs shall not be included in the calculation of the maximum amount of unrestricted floor area allowed by this Section.

4. **Allowed Use.** Floor area approved pursuant to this Section shall only be used for one of the following uses:

   a. Attached ~~Single Family~~ Dwelling (6.1.4.C.); or

   b. Apartment (6.1.4.D.); or

   c. ~~Dormitory (6.1.4.F.) ; or~~

   d. Group Home (6.1.4.G.)

C. Exemptions

Floor area meeting the applicability standards of this Section is exempt from calculation of the following standards, but is still subject to all other applicable standards of these LDRs.

1. Maximum Floor Area Ratio (FAR)

2. Thresholds for physical development permits

3. Affordable workforce housing required by Div. 6.3.

4. Limit on 20% expansion of a nonconforming physical development.

Pages 7-36 through 8-6 omitted

D. Timing

A pre-application conference shall be held prior to the submittal of an application. A potential applicant shall initiate a request for a pre-application conference pursuant to Sec. 8.2.4. The pre-application conference shall be scheduled for a date acceptable to the requester that is within 60 days of receipt of the request.

E. Conference Focus

At the pre-application conference, the applicant and representatives of the Town shall discuss the potential proposal to identify the standards and procedures that would apply to the proposal. Applicable LDR provisions not identified at the pre-application conference or amended following the pre-application conference are still applicable to the proposal. The level of detail of the Town's review will match the level of detail contained in the materials submitted with the request for the pre-application conference. The pre-application conference is intended as a means of facilitating the application review process; discussions at the meeting and the written summary of the meeting are not binding on the Town.

F. Conference Summary

The pre-application conference requester shall be provided a written summary of the pre-application conference within 14 days of its completion.

G. Expiration

A pre-application conference only satisfies a pre-application conference requirement if the application for which it is required is submitted within 12 months of the pre-application conference.

8.2.2. Environmental Analysis (EA) (7/18/18, Ord. 1197)

A. Purpose

The purpose of an Environmental Analysis (EA) is to coordinate the application of all natural resource protection standards through identification of the natural resources on a site. An EA review does not result in application approval, it results in recommended natural resource protections for an application.

B. Applicability

Unless exempted below, physical development, use, development options, and subdivision subject to Div. 5.1., Div. 5.2., or Sec.7.1.2. shall complete an EA in accordance with the requirements of this Section.

1. Exemptions

a. **Previous Approval.** Physical development, use, development options, and subdivision that has received approval in accordance with the LDRs.

b. **Detached ~~Single-Family~~ Dwelling.** Physical development of a detached ~~single-family~~ dwelling if:

i. The proposed location is not within the NRO;

ii. It is the only dwelling unit on the lot of record, or the density on the site is less than or equal to one dwelling unit per 35 acres of base site area; and

Pages 8-8 through 9-7 omitted

C. Adjusted Site Area

Adjusted site area is used to calculate maximum site development and lot coverage. Adjusted site area is gross site area minus the following:

1. All land within existing vehicular access easements;
2. All land between levees or banks of rivers and streams; and
3. All land within lakes or ponds, when the sum of the surface area of the ponds and/or lakes exceeds one acre.

D. Minimum Site Area

Minimum site area is the minimum gross site area or minimum base site area, as specified, required to permit a use or development option. On sites in more than one zone, the entire site may be used to meet minimum site area requirements in either zone. On sites with multiple uses or development options, the entire site may be used to meet minimum site area requirements for each use or development option.

9.4.5. Floor Area (1/1/15, Ord. 1074)

Floor area is the area of all floors interior to an enclosed building that have at least 5 feet of clearance between floor and ceiling. Floor area shall be measured to the exterior face of the structural members of the wall. Roofed architectural recesses and open covered porches are not considered interior to the building. A building with at least 50% of its perimeter open to the outside shall not be considered enclosed.

9.4.6. Density/Intensity (3/6/19, Ord. 1227)

The following standards shall apply to the calculation of maximum density, maximum floor area, and minimum landscape surface area.

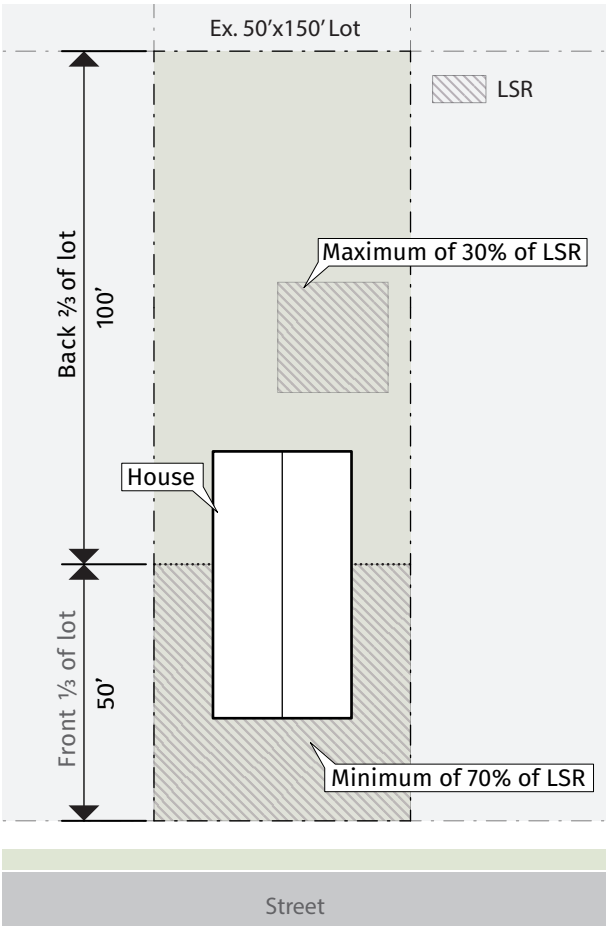
A. General

1. **Split Zoning.** On sites in multiple zones, calculations shall be based on the base site area, or gross site area in Character Zones (Div. 2.2. & Div. 3.2.), in each zone.
2. **Mixed Use.** On sites with multiple uses, the base site area, or gross site area in Character Zones (Div. 2.2. & Div. 3.2.), shall be prorated to determine the allowed density/intensity each use.

> **EXAMPLE:** On a base site area of 30,000 square feet with an FAR of 0.3 for a detached dwelling ~~single family unit~~, a 3,000 square foot detached dwelling ~~single family unit~~ would occupy 10,000 square feet of the base site area (3,000/.3 = 10,000), leaving 20,000 square feet of base site area left to calculate the remaining maximum floor area for other uses on the property.

Page 9-9 omitted

2. The LSR for Apartments in the NM-2 and NH-1 zones shall be calculated consistent with the graphic below.



E. Lot Coverage

Lot coverage is calculated by dividing the building footprint by the adjusted site area, or gross site area in Character Zones (Div. 2.2. & Div. 3.2.).

> **EXAMPLE:** A detached dwelling ~~single family unit~~ with a building footprint of 1,500 square feet on an adjusted site area of 7,500 sf would have a lot coverage of .2 (1,500/7,500 = .2). Unless otherwise defined in these LDRs, the maximum building footprint is calculated by multiplying the maximum lot coverage by the adjusted site area (see Div. 9.5 for definition of Footprint, Building). Sites with residential and nonresidential use shall be exempt from any lot coverage requirement.

F. Minimum Lot Size

Minimum lot size means the required minimum gross site area of a newly created lot of record, including remnant parcels.

Pages 9-11 through 9-20 omitted

Arterial Road. See, "Road, Arterial."

Assembly. See 6.1.8.B.

Association. (For the purposes of Div. 5.9.). The direct link between an important historic event or person and a historic property.

Attached Dwelling. ~~Single-Family Unit~~ See 6.1.4.C.

Awning. Awning means a roof-like cover that projects from and is supported by the wall of a building for the purpose of shielding a doorway or window from the elements.

B (2/1/21, Ord. 1278)

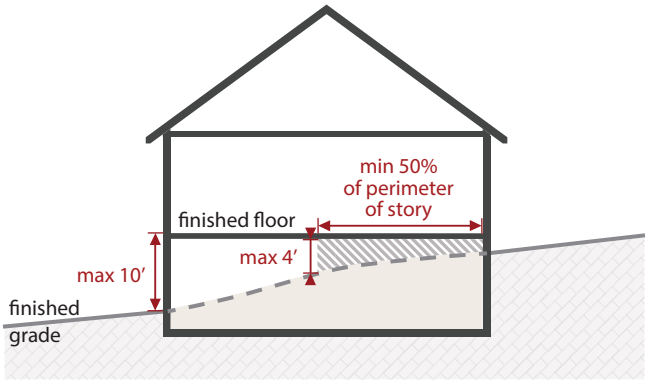
Background Area. The entire area of a sign on which lettering and/or graphics can be placed.

Bank (Stream/River/Ditch). Bank means the natural or man-made slope immediately bordering the channel of a river, stream, or creek containing and/or confining the normal water flow. See also "Top of Bank"

Banked unit. A residential unit, on which a deed restriction approved by the Housing Department has been voluntarily placed, which may be utilized within 20-years of placement of the restriction as required housing for employee generating development.

Bar. See 6.1.6.E.

Basement. A basement is any story for which the finish floor of the story above is less than 4 feet above finished grade for at least 50% of the perimeter of the story and at no point greater than 10 feet above finished grade.



Base Site Area. See 9.4.4.B.

Base Station. A structure or equipment at a fixed location that enables or is designed to enable FCC-licensed or authorized wireless communications between user equipment and a communications network in connection with the provision of personal wireless services as defined in 47 U.S.C. Section 332(c)(7). The term does not encompass a Tower as defined in this subpart or any equipment associated with a Tower.

Pages 9-22 through 9-24 omitted

Daycare, ~~Family~~ Home. See 6.1.11.F.

Daycare, Home Center. See 6.1.11.G.

Dedication. Dedication means the transfer of property interests by the owner to another person. The transfer may be of fee simple interest or of a less than fee simple interest, including an easement. Dedication is not complete unless the party to which the interest is dedicated accepts the dedication.

Density. See 9.6.4.B.

Design. (For the purposes of Div. 5.9.). The combination of elements that create the form, plan, space, structure, and style of a property.

Design Guideline. (For the purposes of Div. 5.9.). A criterion with which the Design Review Committee and/or Planning Director will require compliance when it is found applicable to the specific proposal. A guideline is subject to some interpretation when determining compliance.

Detached Dwelling. ~~Single-Family Unit~~ See 6.1.4.B.

Detention Basin. A detention basin is a covered or uncovered reservoir designed to hold an excessive accumulation of stormwater or snowmelt so as to reduce peak flow in a stormwater or snowmelt drainage system.

Developed Recreation. See 6.1.7.D.

Developer. Developer means a recognized legal or beneficial owner of a lot of record proposed for inclusion in a development or use, including a lessee, optionee, or contract purchaser.

Development Option. A development option is any division of a lot of record into 2 or more lots of record; adjustment of the boundaries of lots of record; entitlement of uses or densities not allowed through approval of only a physical development permit and/or use permit; and any other approval that changes the allowed physical development or use of a site.

Development. Development means any physical development, development option, or subdivision. Development does not mean use if the use does not require any physical development or development option.

Disposal. See 6.1.9.D.

Ditch, Irrigation. See, "Irrigation Ditch."

~~**Dormitory.** See 6.1.4.F.~~

Downhill Ski Area. See 6.1.3.C.

Drainage. Drainage means the removal of surface water or groundwater from land by drains, grading, or other means. Drainage, sometimes referred to in terms of stormwater management, also includes the control of runoff to minimize erosion and sedimentation during and after development, and includes the means necessary for water supply preservation or prevention or alleviation of flooding.

Drainageway. A drainageway is a watercourse identified by the presence of an intermittent flow, or a swale whose drainage area is a minimum of 5 acres.

Drive-In Facility. See 6.1.11.H.

Driveway. Driveway means a private access way serving 2 or fewer ~~single-family~~ residential units or deeded lots.

Dwelling Unit. A dwelling unit is a unit used residentially and is also known as a residential unit. See Sec. 6.1.4. for a definition of residential use.

E (2/1/21, Ord. 1278)

Earth Sheltered Design. Earth sheltered design means a building whose mass is built fully or partly below the land surface, or which sits above natural grade but has been covered with earth so that at least 50% of the perimeter of the building is concealed from view.

Easement. Easement means a less than fee interest in land, which provides a person other than the owner of the land certain rights over that land, or any designated part of that land, for the purposes specified.

Education. See 6.1.8.C.

Eligibility Criteria. (For the purposes of Div. 5.9.). The criteria by which a property is determined to be historic.

Employee Generating Development. Employee generating development is a new building or use not currently in existence, as further defined by 6.3.2.A. It is a term describing development that requires provision of affordable workforce housing pursuant to Div. 6.3., unless exempt in that Division.

Employee Housing. 1) A unit subject to an Employee Housing restriction as defined in the Housing Department Rules and Regulations, such units were required by Div. 6.3. as it existed prior to July 18, 2018. 2) A unit occupied by an employee of a business on the site

Erosion. Erosion means the detachment and movement of soil, sediment, or rock fragments by water, wind, ice, and/or gravity.

Essential Service. Essential service means facilities owned or maintained by utility companies or public agencies, located in public ways or in easements provided for that purpose, or on a customer's premises not requiring a private right-of-way, that is reasonably necessary for the furnishing of adequate water, sewer, gas, electric, communication, or similar services to adjacent customers. Essential services do not include any cross-country line on towers in a private right-of-way.

Excavation. Excavation means any act by which organic matter, earth, sand, gravel, rock, or any other similar material is cut into, dug, quarried, uncovered, removed, displaced, relocated or bulldozed, as well as the resulting conditions.

Existing Use or Development. Existing use or development means any use or development of a site, which is located on the site at a given point in time, whether or not the use or development conforms with the provisions of these LDRs.

F (2/1/21, Ord. 1278)

Facade. A facade is a building's elevation, as viewed in a single plane parallel to a referenced lot line.

Facade Width. Facade width is the linear width of the building elevation, measured in a single plane parallel to the referenced lot line.

Fair Market Value. The price that land will bring in a competitive and open market under all conditions of fair sale, the buyer and seller each prudently knowledgeable, and assuming the price is not affected by undue stimulus.

~~**Family.** Family means one or more individuals related by blood, marriage, adoption, or guardianship, or not more than 3 individuals not so related, occupying a dwelling unit and living as a single housekeeping unit.~~

Fall Zone. The area in which a Wireless Facility may be expected to fall in the event of a structural failure, as measured by engineering standards.

~~Family~~ **Home Daycare.** See 6.1.11.F.

Farm Stand. See 6.1.12.E.

Fascia. Fascia means a band located at the top edge of a building, but below the actual roofline and above the building wall. Fascia material is typically of a different type than either the actual roof or the building wall.

Fault Line. Fault line means all geologic faults indicated on the Geological Quadrangle Maps covering Teton County, published by the U.S. Geological Survey.

Feeling. (For the purposes of Div. 5.9.). A property's expression of the aesthetic or historic sense of a particular period of time.

Fence. Fence means a barrier of posts, wire, rails, boards, or other material which is a barrier and used as a boundary or means of protection or confinement. A fence shall not be a freestanding wall; and shall not include barbed wire, security wire, sharpened top spikes, electrified wires, or other similar elements or materials.

Fill Slope. Fill slope means the surface of the outward margins or sides of a fill.

Fill. Fill means rock, soil, sand, gravel, or other earth material deposited by man, whether submerged or not, which is commonly used for leveling, back-filling, or otherwise preparing a site for development or construction.

Finished Grade. See, "Grade, Finished."

Flag. Flag means a device generally made of flexible materials, such as cloth, paper, or plastic, displayed individually on poles or as groups on poles, strings, or wires.

Groundwater. Groundwater means any water, including hot water and geothermal steam, under the surface of the land.

Group Home. See 6.1.4.G.

H (2/1/21, Ord. 1278)

Habitable Floor Area. Habitable floor area is the floor area that can be used for living purposes, usually having access to heat, plumbing, and electricity. Habitable floor area includes studios, exercise rooms, offices, and similar spaces. It also includes foyers, hallways, restrooms, storage, and other common areas within a building. Habitable floor area does not include barns, garages, or unfinished attic space.

Heavy Industry. See 6.1.9.C.

Heavy Retail/Service. See 6.1.6.F.

Height, Building. See Sec. 9.4.9.

Height, Story. Sec. 9.4.13.

Heliport. See 6.1.10.E.

Historic Property. A property listed on the Jackson Historic Register.

Historic Significance. The meaning or value ascribed to a building, structure, object or site based on criteria for evaluation as identified in Sec. 5.9.4.

Home Business. See 6.1.11.E.

Home Daycare Center. See 6.1.11.G.

Home Occupation. See 6.1.11.D.

Household Unit. Individuals occupying a dwelling unit that have established ties and familiarity with each other; share a lease agreement, have consent of the owner to reside on the property, or own the property; jointly use common areas and interact with each other; and share the household expenses such as rent or ownership costs, utilities, and other household and maintenance costs activities.

I (2/1/21, Ord. 1278)

Impervious surface. Impervious surfaces mean a surface which does not absorb water.

> **EXAMPLE:** Examples of impervious surfaces include, but not are not limited to: buildings (including roofed areas but excluding eaves that over-hang a pervious surface), structures, parking areas, loading areas, driveways, roads, sidewalks, and any areas of concrete, asphalt, or significantly compacted material which prevents water absorption.

Industrial Use. See Sec. 6.1.9.

Industry, Heavy. See 6.1.9.C.

Industry, Light. See 6.1.9.B.

Incidental Use. 6.1.2.B.2.

Infrastructure. Infrastructure means public facilities necessary to serve development, including, but not limited to roads, potable water supply facilities, sewage disposal facilities, drainage facilities, electric facilities, natural gas facilities, telephone facilities and cable television facilities.

Institutional Use. See Sec. 6.1.8.

Integrity. (For the purposes of Div. 5.9.). The ability of a property to convey its historic significance through its physical features.

Irrigation Ditch. An irrigation ditch is a man-made ditch constructed for the purpose of land irrigation. Irrigation ditches shall not include naturally formed drainageways.

J (2/1/21, Ord. 1278)

Jackson Historic Register (JHR). The list of buildings – Registered Historic Resources – found to have significance in the Town of Jackson as maintained by the Planning Department.

K (1/1/15, Ord. 1074)

Kitchen. A kitchen is a room or portion of a room devoted to the preparation or cooking of food for a person or a ~~family~~ household living independently of any other ~~family~~ household, which contains a sink and a stove or oven powered by either natural gas, propane or 220-V electric hook-up. A wet bar, consisting of no more than a refrigerator, sink, and microwave, or similar facility that is a homeowner convenience and is not intended to function as the cooking facility for a separate dwelling unit shall not be considered a kitchen facility.

L (2/1/21, Ord. 1278)

Land Disturbing Activity. A land disturbing activity is any manmade change to the land surface, including removing vegetative cover, excavating, filling, and grading. The tending of gardens and agricultural activities are not land disturbing activity.

Land. Land means all land or water surfaces, whether public or private, including lots of record, or other ownership categories and all rights – surface, subsurface, or air – that may be attached or detached from the land.

Pages 9-31 through 9-41 omitted

Swale. Swale means a linear depression in the land's surface in which sheet runoff would collect and form a temporary watercourse. A swale with a drainage area of 5 acres or more is considered a drainageway.

T (1/4/17, Ord. 1166)

Temporary Gravel Extraction and Processing. See 6.1.12.F.

Temporary Shelter. See 6.1.12.D.

Temporary Use. See 6.1.2.B.5.

Thread Channel. A line running through the low point of a river or stream with running water.

Time-Share Ownership. Time-share ownership means ownership of a unit in which purchase is for interval ownership with ownership conveyed by deed/license.

Top of Bank. The elevation of the top of bank shall be determined by the observed high water mark, or one foot above the maximum discharge elevation of an outlet control structure that controls the water elevation of a body of water.

Tour Operator. See 6.1.7.E.

Tower. Any structure built for the sole or primary purpose of supporting any FCC-licensed or authorized antennas and their associated facilities, including structures that are constructed for wireless communications services including, but not limited to, private, broadcast, and public safety services, as well as unlicensed wireless services and fixed wireless services such as microwave backhaul, and the associated site.

Townhouse. Townhouse means ~~a single-family unit~~ an attached dwelling, including the ground beneath the unit, with a single unit going from ground to roof.

Transparency. See Sec. 9.4.14.

U (7/18/18, Ord. 1198)

Unlicensed Wireless Services. Unlicensed wireless service means the offering of telecommunications services using duly authorized devices which do not require individual licenses, but does not mean the provision of direct-to-home satellite services.

Unstable Soil. Unstable soil means soil subject to slippage, creep, landslide, avalanche, bedrock slump, talus, rockfall, colluvium, and lacustrine deposits, either at the surface or overlain by other deposits, or subject to other movements as indicated by the Land Stability Maps of Teton County, site specific geotechnical reconnaissance studies, or any other technically competent source.

Use, Accessory. See 6.1.2.B.3.

Use, Conditional. See 6.1.1.C.

Use, Incidental. See 6.1.2.B.2.

Use, Primary. See 6.1.2.B.4.

Use, Principal. See 6.1.2.B.2.

Pages 9-43 through 9-44 omitted

(Ord. _____, § 1, 2022)

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

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

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

PASSED 1ST READING THE ____ DAY OF ____, 2022.
PASSED 2ND READING THE ____ DAY OF ____, 2022.
PASSED AND APPROVED THE ____ DAY OF ____, 2022.

TOWN OF JACKSON

BY: _____
Hailey Morton Levinson, Mayor

ATTEST:
BY: _____

Riley Taylor, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance _____ was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the ____ day of ____, 2022. I further certify that the foregoing Ordinance was duly recorded on page ____ of Book ___ of Ordinances of the Town of Jackson, Wyoming.

_____

Riley Taylor, Town Clerk

ORDINANCE D

AN ORDINANCE AMENDING AND REENACTING SECTION 1 OF TOWN OF JACKSON ORDINANCE NOS. 1267, 1049, AND 1191 AND SECTION 2 OF THE TOWN OF JACKSON ORDINANCE NO. 1074 (PART) AND SECTION 8.10.5.C OF THE LAND DEVELOPMENT REGULATIONS OF THE TOWN OF JACKSON REGARDING APPOINTMENT OF DESIGN REVIEW COMMITTEE MEMBERS.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JACKSON, WYOMING, IN REGULAR SESSION DULY ASSEMBLED THAT:

SECTION I.

Section 1 of Town of Jackson Ordinance Nos. 1267, 1049, 1191 and Section 2 of Town of Jackson Ordinance No. 1074 (part) and Section 8.10.5.C of the Land Development Regulations of the Town of Jackson is hereby amended and reenacted to read as follows:

C. Membership

1. Qualifications. Members of the DRC shall be residents of the Town of Jackson or Teton County. No member of the Town Council, Planning and Zoning Commission, Board of Adjustment, or Town Employees shall serve as a member. Although no certification is required for appointment, members shall be experienced or educated in architecture, landscape architecture, planning, and other design related fields. A diversity of members is encouraged from all professions and from a variety of design firms.
2. Appointment. The DRC shall be composed of 7 members, to be appointed by a simple majority vote of the Town Council.
3. Terms of Office. All members of the DRC shall be appointed for a term of 2 years, after the initial DRC has been appointed. Initial appointments shall be 3 members for one year and 4 members for 2 years. There shall be no limit on the number of terms a person may serve on the DRC. When a person is appointed to fill out the term of a departing member, that person's term shall end at the time the departing member's term would have ended.

(Ord. _____, § 1, 2022; Ord. 1267 § 1, 2021; Ord. 1049 § 1, 2014; Ord. 1191 §1 2018; Ord. 1074 (part) § 2, 2015)

SECTION II.

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

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

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TOWN OF JACKSON

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Hailey Morton Levinson, Mayor

ATTEST:
BY: _____

_____, Town Clerk

ATTESTATION OF TOWN CLERK

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2. Appointment. The DRC shall be composed of 7 members, to be appointed by a simple majority vote ~~the Mayor with the consent~~ of the Town Council.
3. Terms of Office. All members of the DRC shall be appointed for a term of 2 years, after the initial DRC has been appointed. Initial appointments shall be 3 members for one year and 4 members for 2 years. There shall be no limit on the number of terms a person may serve on the DRC. When a person is appointed to fill out the term of a departing member, that person's term shall end at the time the departing member's term would have ended.

(Ord. _____, § 1, 2022; Ord. 1267 § 1, 2021; Ord. 1049 § 1, 2014; Ord. 1191 §1 2018; Ord. 1074 (part) § 2, 2015)

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_____

_____, Town Clerk

STAFF REPORT

Meeting Date:	February 22, 2022	**Meeting Title:**	Town Council Regular Meeting
Submitting Department:	Community Development	**Presenter:**	Susan Scarlata
Agenda Item:	Equity Task Force Appointments	**Public Comment:**	Yes

Purpose & Policy Considerations.
One of Town Council's 2021-2022 priorities is the creation of an Equity Task Force to help develop a more equitable, inclusive, and diverse local government and a more livable community.

Requested Action.
Staff requests that Council appoint nine applicants, as listed, to the Equity Task Force.

Recommendations.
Staff recommends appointing nine applicants to the Equity Task Force as a result of having utilized various rounds of the Delphi method establishing frequency that various applicants were chosen by different Councilmembers until consensus on a nine-member group was reached.

Background.
At its August 30, 2021, Town Council Workshop Council moved to establish an Equity Task Force as set forth in the staff report and work plan presented that day and authorized the expenditure of stipends for Equity Task Force members. Staff recruited applications in December of 2021 and received 37 applicants. Application materials contained the following overview. "The Town of Jackson is launching an Equity Task Force to advise the Town on equity and inclusion strategies, strengthen connections among the many segments of the community, and make recommendations to the Town and Town Council on priorities, policies, and solutions to help bring a wider variety of voices and perspectives into conversations to, ultimately, inform decision-making." Staff culled the list to 18 applicants for Council to interview based on varied lived experience, community involvement, and professional experience working on local government and equity initiatives. Councilmembers were able to add to the list of interviewees from the applicant pool, if desired, and one Councilmember did so. Council interviewed applicants on Monday, February 14, 2022.

Analysis.
The fruitful application process demonstrated there is deep interest in centering equity in our community and shifted staff's recommendation to seat a 9-member Task Force, to allow further participation, create equal numbers on three committees, and help more work to be achieved. The interview process undertaken on February 14 showed that there are many well-qualified applicants whose experience will contribute to a productive Task Force. After the interviews, staff recommended that Council select applicants using the Delphi Method, which allows a group to work toward mutual agreement by conducting a series of selection rounds until consensus is reached. Staff recommended that each Town Councilmember review applications and notes taken during interviews, make a list of the nine applicants that rose to the top for them, and share them with staff via email. Once staff had responses from Councilmembers, the applicants were ranked by the number of times each was included to determine those selected most frequently.

After each round, applicants selected with some frequency were compiled in a new list for redistribution and a second selection round by Councilmembers was undertaken. Community Development staff sees value in the Town Council utilizing the Delphi Method and engaging in this systematic consensus-building approach to narrow down

the list of applicants, identify points of consensus, and appoint members. This method provides anonymity, reducing the impact of dominant individuals, helps reduce pressure to conform, and allows opinions to be considered in a non-adversarial manner. Responses are weighted equally so no one person can shift the opinions of the group, and it provides controlled feedback on the group's opinion, reducing noise and allowing participants to reconsider based on others' rankings

As of the writing of this staff report, Council is still engaged in the Delphi selection process. In the First Round, one candidate was selected five times, three were chosen four times, and six were selected three times. The six applicants selected three times were those in the Second Round from which Council was directed to choose five. As of the time of this report, not all choices for the Second Round had been conveyed to staff.

As the Equity Task Force is a new entity, staff would like to highlight that members will be appointed by a majority of Council, will serve at the pleasure of Town Council, that appointed members will sign working agreements, and may be removed if those agreements are not met. Should an appointed member of the Equity Task Force be removed based on a failure to attend meetings, or otherwise maintain compliance with the Task Force agreements, Town Council will go through a similar process to fill any vacancies.

Possible Alternatives.
NA

Comprehensive Plan & Priority Alignment.
The Comp Plan's third Common Value is 'Quality of Life,' which highlights that our community takes pride in our local identity and community character. The Comp Plan states, "Residents and visitors have become accustomed to high-quality life safety, transportation, educational, social, cultural, and recreational services." The Equity Task Force can consider if this is true for all residents and if not, recommend changes that will help move our community further toward this aspiration.

Fiscal Impact.
At its August 30 meeting, Council authorized Equity Task Force members to be paid $450 per month to participate. For a 7-member Task Force this totaled to $37,800. For a 9-member Task Force, this will total to $48,600. This is not currently a budgeted expense and will require a budget amendment.

Staff Impact.
The Community Development Department has staff capacity to create and steward the Equity Task Force. As this department seeks to shrink the distance between the people impacted by decisions and those making them, establishing an Equity Task Force is an appropriate and fruitful use of staff time and resources. Staff anticipates the Legal Department will be involved to train Equity Task Force members, go over ethical obligations, and communication protocols. IT will also be asked to support Task Force members to utilize Town email.

Attachments or Links.
Equity Task Force Work Plan.

Suggested Motion.
I move to appoint the following slate of nine applicants to the Equity Task Force. (List provided by staff at meeting in on-screen motion.)

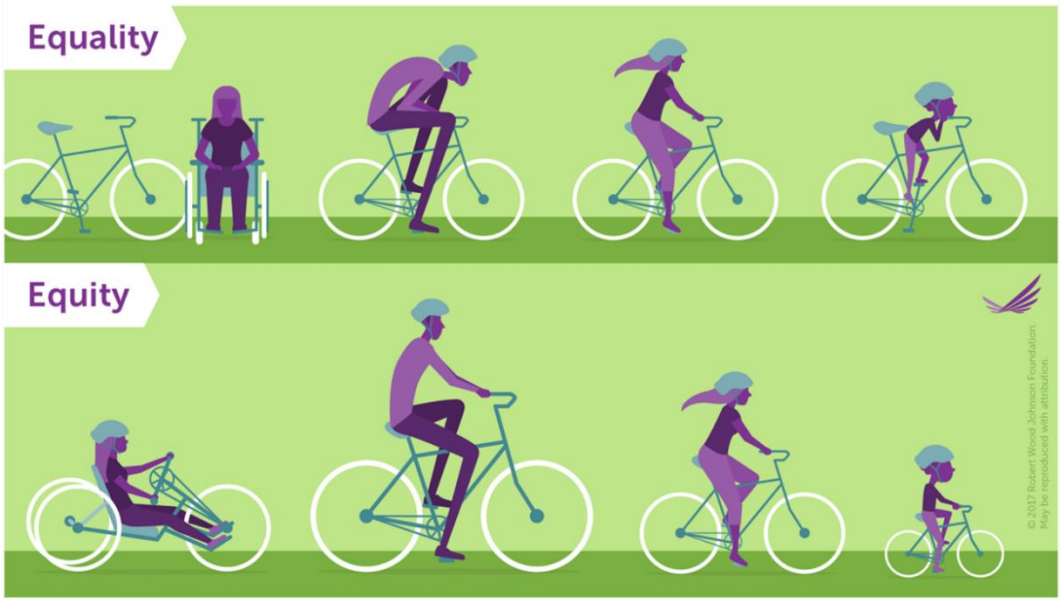
Equity Task Force Work Plan

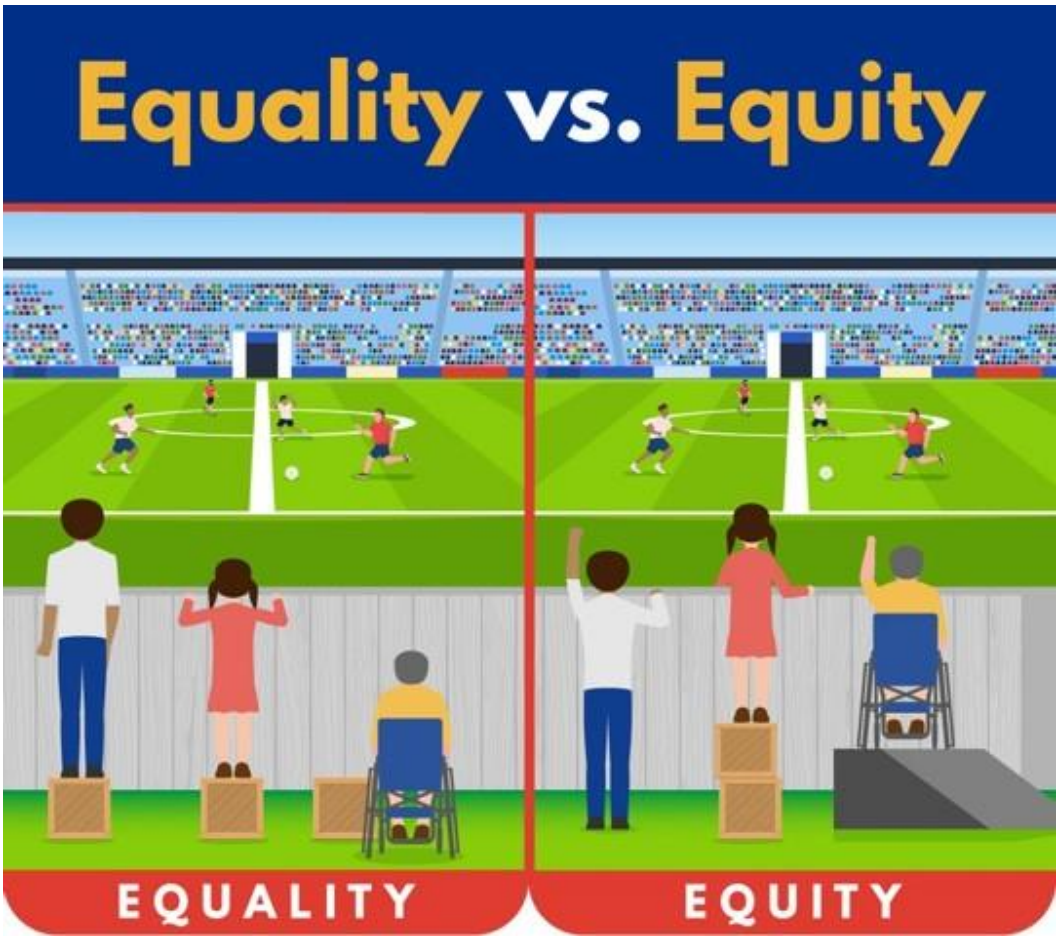
Background

The U.S. News & World Report recently published its annual study about the health of counties across the country. Of 3,100 counties, Teton County ranked as the 13th healthiest in the nation, with an overall score of 86 out of 100. As we might expect, positive rankings included the environment, overall health, and infrastructure. Equity was one of the categories that our county did not score as well on with 57 out of a possible 100 points. So, there is a lot of opportunity and potential for growth to work towards equity and inclusion in our community. Ideally, such work will lead to greater feelings of inclusivity and belonging for various individuals and different segments of our community. Town Council affirmed its interest in having staff create an Equity Commission or Council at its Retreat in January of 2021. The goal for this initiative stated at that retreat is for an Equity Commission to help create a more equitable, inclusive local government and a more livable community. Working with the Town Attorney, it became clear that an Equity Commission or Council are both entities that would need to be entered into the municipal code. A Task Force, on the other hand, can be relatively ad hoc and is not subject to the same mandates as committees that exist within the Town's codes. So, from here on, the new group the Town is considering creating will be referred to as an Equity Task Force.

Language

To work toward diversity, equity, and inclusion a shared understanding of what these words mean is a necessity. Antoinette Carroll, an expert in equity design and founder of the Creative Reaction Lab in St. Louis describes these terms like this, "Diversity is inviting people to a party, while Inclusion is inviting them to dance, play a game, or engage in an activity at the party. Equality is trying to ensure everyone equal access, while Equity is trying to ensure equal outcomes for people." Gaining a shared understanding of these abstract terms is a necessity because without it, it will not be possible to work toward a more inclusive government and livable community. The two graphics below demonstrate the difference between creating equal situations, where everyone gets the same thing, and creating equitable situations where everyone's actual needs are considered and met.





One final way to frame this difference is that equality is making sure everyone has shoes, but equity is making sure everyone has shoes that fit them. Staff has included these definitions to

help Council build a shared understanding of what we are striving to achieve. Affirming understanding of Equity will also be an integral first step for the Equity Task Force. Once the Task Force has recommendations for Town Council, it will be imperative that Council members have a shared understanding of these and other terms too.

Goal & Purpose

Goal: To create a more livable community overall and a more equitable, inclusive local government that better reflects our community's demographics.

Purpose: To advise the Town on equity and inclusion strategies, strengthen connections among diverse segments of the community, and make recommendations to Town Council on priorities, policies, and solutions to help ensure a wider variety of voices and perspectives inform decision-making.

Potential Projects

Broadly, the Equity Task Force will consider existing policies, programs, and practices that can help promote greater equity, and potential new policies and regulatory changes needed to achieve greater equity. Staff anticipates the Equity Task Force will decide as a body where and what to focus on within the span of its first three meetings and will make recommendations to Council annually. To kickstart the effort, there are specific modifications staff has observed other jurisdictions implement that could possibly be initial items and areas for our Task Force to consider. The list below presents a broad spectrum of possibilities the Task Force can consider recommending and/or delving into for further work and consideration.

- Considering the Comp Plan's Common Value about *Quality of Life* and if the aspirational goals in this document include equity.
- Partnering to develop events and ways for residents to get involved in promoting diversity, inclusivity, and belonging.
- Considering board recruitment to establish Town and Joint Boards and how to make members with marginalized identities feel welcome, valued, and heard.
- Checking with dispatch to see if callers are asked if they need mental health support, particularly once the Town's Police Department has hired its Mental Health Advocate.
- Promoting report about new residents and immigrants' contributions to our community.
- Considering Capital projects and infrastructure updates including what gets done when, what neighborhoods capital projects are in, and how scheduling can be more equitable.
- Considering the Town's budget, the budget process, and what is funded.
- Developing a Proclamation/Order about the Town's commitment to strive for Equity.
- Considering Town standards and practices that can be modified to enhance equity.
- Considering if Town should be a member of the Government Alliance on Race & Equity.
- Creating an Equity Action Plan

Survey

Either shortly before or after the seven-member Equity Task Force is seated, staff anticipates administering a survey developed by the National Research Center (NRC) titled 'Community Equity & Inclusion.' NRC is a team of thought-leaders in the survey research industry that has worked with local governments across the country for over 25 years to gather data to help elected officials and boards make informed decisions. NRC's research-backed surveys deliver insights that reveal community perspectives that are representative, reliable, and lead to action. The 'Community Equity & Inclusion' survey was developed by experts in the field and has already been administered in seventeen different places. This survey would provide a baseline understanding about how residents see our community in terms of being welcoming, inclusive, respectful, and equitable. It would gather data specifically about how the Town is doing in terms of equity and inclusion and shine light on challenges people with varied identities face here. This survey would, more than likely, highlight elements of our community we know to be pain points and surface things we do not yet have awareness about. Along with perspectives from Equity Task Force members, this survey will present an overall picture of the community and, ideally, places for the Equity Task Force to delve into and begin its work to increase access and remove barriers.

Resources

The Town has already made some inroads on Diversity and Inclusion with trainings through the Nova Collective. Nova's first half-day training for all Town staff took place in December of 2020, and Nova also created modules for individual learning. In the coming months, staff will work through these modules and then participate in department level dialogues about each. The technical side of launching these modules has been challenging, but the intention is for staff to start working through them in the fall of 2021. Additionally, the Town has invested further resources for Nova to lead another half-day training for all Town staff in FY22.

Resources, including both person power and funding, need to be allocated for a successful Equity Task Force. Stipends for Task Force Members will ensure residents who face barriers to participation in government are compensated, allowing them to carve out the necessary time and space to be fully present and provide their perspective. Financial resources are a necessity if this Task Force is to be properly sustained. Staff suggests that each of the seven members of the Equity Task Force be paid $450 monthly to participate. Stipends will help attract individuals with varied ethnic backgrounds, socioeconomic realities, ages, and personal situations that may not otherwise be able to serve. This support will bring community members with marginalized identities who do not generally participate in government or community processes to the table and will compensate them for their expertise, skills, participation, and diverse perspectives. Members will be expected to attend monthly meetings, prepare, and engage with materials outside of meetings, and serve on committees to accomplish work. Staff recognizes that other volunteer boards at the Town are not paid but does see precedent for engaging diverse segments of communities through financial incentives. For instance, a Board of Ethics and

Government Accountability in Washington D.C. pays members up to $12,000, and a board focused on Human Rights with full-time appointees in Illinois pays members up to $121,000 annually. With these, as well as payment for one-time participation seen across the nation, we find that $450 per month to be a reasonable amount for the requested commitment and cost of living in our area. While these examples are from larger areas, Jackson has an immense economic divide and a booming service industry, so even the relatively modest stipends proposed could help engage community members that might otherwise take on an additional job for the related time and energy.

Recruitment

In November of 2021, the Town will release a call for applications from potential Task Force members. Outreach will be far and wide to ensure the broadest swath of our community possible is aware of this emergent Task Force and that we receive a good number of applications. Staff is in the process of creating an application in English and Spanish and is considering also creating an option for a video application. Applicants will be asked to share their perspective on equity, why they are interested in the Task Force, general availability for meetings, and to checkoff various marginalized identities they hold. There will not be set quotas for different identities, but staff will work with Council to create a Task Force with individuals that hold a wide array of identities and have varied lived experiences and backgrounds. Council will be presented with a slate of seven potential Equity Task Force members in February of 2022. The appointed task Force will meet for the first time in April of 2022, and initial Task Force members will be asked to serve two-year terms.

Member Commitment

Equity Task Force members will be asked to commit to attend monthly meetings that will be 3 hours long, and to serve two-year terms. Members will be asked to do outside work to prepare for meetings, and to sit on different committees, where further work will be achieved. Members will be asked to make a two-year commitment when they are appointed. After two-years, Council will be asked to assess whether the Task Force's work should continue.

Timeline

- November 2021 | Open call for applicants for the Equity Task Force
- December 2021| Staff review of applications
- January 2022 | Council review of applications
- February 2022 | Council meeting includes Equity Task Force appointments
- March 2022 | Determination of meeting time with members
- April 2022 | First monthly Equity Task Force meeting
- January 2023 |First recommendations from Equity Task Force to Town Council

MEMORANDUM

TO: Mayor and Town Council

FR: Larry Pardee, Town Manager

DT: February 22, 2022

RE: Town Manager's Report

Core Services Fleet Maintenance Facility

The Core Services Fleet Maintenance Facility Project went out for bid in early December of 2021. Bids were to be opened for this project on January 20, 2022. Prior to the bid opening, there were three contractors who attended the mandatory pre-bid meeting and qualified themselves to submit a bid: Big D Construction, Dick Anderson Construction, and GE Johnson. However, staff received ***no*** bids for this SPET funded project. Staff reached out to contractors to understand the reasoning and the most notable reasons were scheduling, labor, and the fact that all contractors are very busy with other projects. Staff has since developed a path moving forward with our administrative consultant, Jorgensen Engineering, to develop a Request for Proposal (RFP) process that will be advertised in the newspaper starting February 16, 2022. The RFP process will allow us to receive proposals for Construction Management General Contracting Services, which will allow staff to review proposals to both manage and construct the Core Services Fleet Maintenance Facility with consideration given to scheduling, procurement, and possibly phasing the project. Staff feels that moving in this direction will hopefully entice more potential general contractors to submit proposals, who will work with staff to customize a timeline and budget that fits a potential contractor's future schedule, considering current workload and labor shortages.

Classification and Compensation Study

Town leadership staff met with a representative from Baker Tilly to further clarify the Town's desired outcomes from this important effort. Town Council as well as Directors and Managers in the organization will be asked for their input into which public sector and private sector employers should be surveyed to provide the most meaningful input into bringing our wages and benefits current with our market. Entities that we survey for one position may be different than entities surveyed for other positions. As an example, for a professional planning position we would likely survey Rocky Mountain resort communities but for a Public Works CDL position, we would include Rocky Mountain Resort communities but would also include local employers, regional employers, as well as tourism companies in Alaska (we often get applicants from Alaska). Please begin thinking about what input you may want to provide so that you are ready when we take this next step.

FY23 Budget Schedule

Below is the updated budget schedule. But again, please understand that these are only meetings related to the budget and do not include other Council meetings during this time period. Staff is not showing potential meetings that may not be needed. Please make sure and mark these days and times on your calendar.

FY2023 TOWN COUNCIL BUDGET MEETING SCHEDULE				
There may be many other meetings occurring during this time - the below list only reflects those associated with the FY2023 Budget				
Date	Day	Time	Event	Location
3/21/2022	Monday	1:30 P.M.	Regular Town Council Workshop Meeting - Set FY23 Revenue Projections	Town Council Chambers OR Virtual
4/15/2022	Friday	n/a	Budget Distributed/Released to Town Council - Not a Meeting	n/a
4/18/2022	Monday	9:00 - 11:00	Special Town Council Workshop - Budget Discussion, Big Picture, Revenue Review	Town Council Chambers OR Virtual
4/19/2022	Tuesday	2:00 - 5:00	Special Town Council Workshop - Budget Discussion, Capital Project Review; Follow-Up	Town Council Chambers OR Virtual
4/25/2022	Monday	9:00 - 11:00	Special JIM - Human Services 2 Hr Budget Window	County Commissioner's Chambers OR Virtual
4/26/2022	Tuesday	9:00 - 5:00	Special JIM - Joint Department Budget Presentations	County Commissioner's Chambers OR Virtual
5/9/2022	Monday	2:00 - 5:00	Special Town Council Workshop - Budget Discussion	Town Council Chambers OR Virtual
6/20/2022	Monday	6:00 P.M.	Regular Town Council Meeting - Budget Hearing and Adoption	Town Council Chambers OR Virtual