

Special Town Council Meeting

August 15, 2022

9:00 A.M.

Town Council Chambers

Chair: Hailey Morton Levinson

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

I. ZOOM LINK FOR PUBLIC PARTICIPATION

To join, click the link or copy to your

browser: <https://us02web.zoom.us/j/84724605023?pwd=R2RzS2J4OWlYa094N2tPeWFteW55dz09>

If the link does not work, join at zoom.com with Webinar ID **847 2460 5023** Password: **83001**

or join by phone **+1 346 248 7799** with Webinar ID **847 2460 5023** and Password: **83001**

II. CALL TO ORDER AND ROLL CALL

III. PUBLIC HEARING

- A. New Bar & Grill / Retail Liquor Licenses (Lynsey Lenamond)

IV. BREAK

V. 12:30 pm - PRESENTATION BY SUSTAINABLE STRATEGIES

- A. Sustainable Strategies

VI. WORKSHOP ITEMS

- A. Flat Creek Apartments - 400 W. Snow King Ave. Update (Paul Anthony)
- B. Short Term Rentals (Tyler Sinclair)
- C. Director Updates (START & Legal Departments)

VII. UPCOMING WORKSHOP ITEMS

- 9/19 Director Updates (IT & Personnel Departments)
- 9/19 Special Event/Traffic Control Device Rentals (Floren Poliseo)
- 9/19 FY23 Sales and Use Tax Projection Update (Tyler Sinclair)
- 9/19 WWTP Technical Review Update (Floren Poliseo)

VIII. ADJOURN

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

STAFF REPORT



Meeting Date:	August 15, 2022	Meeting Title:	Special Town Council Meeting
Submitting Department:	Town Clerk's Office	Presenter:	Lynsey Lenamond
Agenda Item:	Applications for Available Retail and Bar and Grill Liquor Licenses	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose is to consider the issuance of one available Retail Liquor License and two available Bar and Grill liquor licenses. The Town Council is the local liquor licensing authority with the ability to regulate liquor licenses within the corporate limits of the Town of Jackson.

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 on all retail and bar and grill applications before the Town Council. Additionally, staff presentation, public comment, and Council discussion will take place during this hearing on all applications. The procedure for this item is as follows:

August 15th

1. The Mayor calls the Special Meeting to order.
2. The Mayor opens the public hearing.
3. The Mayor calls for the staff presentation on the applications.
4. The Mayor calls for applicant presentations.
5. The Mayor calls for any and all public comment, protest comment included.
6. The Mayor calls for Council discussion on whether Council will issue zero, one, two, or all three licenses.
7. The Mayor calls on each Councilmember to state their selections for each license, while simultaneously the Sr. Deputy Town Clerk will tally the rankings.
8. Council discussion proceeds with regard to the number of licenses it will issue and/or which applicants the licenses will be issued to, if any.
9. The Mayor calls for motion(s).
10. The Mayor calls for the vote(s).
11. The Mayor closes the public hearing.

Requested Action.

To consider the issuance of the one available Retail and two available Bar and Grill liquor licenses.

Recommendations.

Staff does not make a recommendation on the issuance of the available liquor licenses.

Background.

The Town of Jackson may issue a maximum of twenty Retail liquor licenses and six Bar and Grill liquor licenses. On November 1, 2021, Council directed staff to accept applications for available Retail and Bar and Grill liquor licenses. The one available Retail license was previously held by Tastebuds LLC. The two available Bar and Grill licenses were previously held by Hole Bowl LLC and MRG LLC.

Below, staff has described the differences between Restaurant, Retail, and Bar and Grill liquor licenses to allow Council to review why an entity may wish to hold once license type over the other types.

Restaurant liquor licenses prohibit a license holder from:

- Advertising as a bar, saloon, or lounge;
- Having a separate name for any space that denotes the availability of alcoholic or malt beverages;
- Advertising special prices or promotions for sale of alcoholic beverages separate from meals, i.e., a “happy hour,” unless said promotion includes qualifying restaurant meals; and
- Collecting a “cover charge” that includes the cost of any entertainment, live or televised, unless said cover charge is part of, and not separate from, a package price which includes payment for a qualifying meal.

Bar and Grill liquor licenses allow a full-service restaurant to have a bar, i.e., if this license is acquired the restaurant no longer operates with the limits bulleted immediately above, but such an establishment has other limits. It cannot:

- Sell alcoholic or malt beverages for off-premises consumption from the licensed building owned or leased by the licensee except as allowed by W.S. 12-4-410 (e);
- Be issued its Bar and Grill license until it presents a food permit;
- Make more than 40% of its annual gross sales from alcohol;
- Make alcohol sales once food sales stop; and
- Sell, transfer, or assign ownership.

Retail liquor licenses allow for sales of alcoholic or malt beverages for on-premises and off-premises consumption, and package sales. Ownership and location may be transferred with Council approval.

Below, staff has provided a chart comparing Restaurant, Retail, and Bar and Grill liquor licenses and associated allowances with each type.

	Restaurant	Bar and Grill	Retail
Advertise as a bar or lounge		✓	✓
Advertise special prices or promotions for sale of alcoholic beverages separate from meals, i.e. a “happy hour”		✓	✓
Collecting a “cover charge” that includes the cost of any entertainment, live or televised		✓	✓
Sell alcoholic or malt beverages for off-premises consumption from the licensed building owned or leased by the licensee except as allowed by W.S. 12-4-410 (e)			✓
Must have a food permit	✓	✓	
Alcohol sales stop when food sales stop	✓	✓	
Sell, transfer, or assign ownership	✓		✓
Make package sales			✓

Applicant Summaries

Staff does note that there were interested parties who were not able to make the application deadline of June 21, 2022.

Caliente Taqueria LLC dba Hatch Taqueria & Tequilas (Applied for Retail)

Hatch opened in December 2014 and has a restaurant liquor license. They are open daily from 8:00am-11:00pm serving breakfast, lunch and dinner.

Get Loose LLC dba Roadhouse Pub and Eatery (Applied for Retail)

Roadhouse opened its doors on Broadway in 2018 and currently has a dual Restaurant/Microbrewery liquor license. They serve lunch and dinner daily from 11:30am-12:00am.

ShopCoo LLC dba Pearl Street Market (Applied for Retail)

Pearl Street Market began operations in 2015. The market is open daily from 8:00am-8:00pm and their lunch counter operates Monday-Friday from 10:00am-3:00pm. They currently have a Restaurant liquor license.

Coe LLC dba Coelette (Applied for Bar and Grill)

Coelette opened in the summer of 2020 in the historic Coe Cabin. They operate under a Restaurant liquor license during their hours of 5:00pm-11:00pm Wednesday through Sunday.

Kampai Holdings LLC dba Kampai (Applied for Bar and Grill)

Kampai began operations in December of 2021 and holds a Restaurant liquor license. They currently serve dinner Tuesday through Saturday from 5:30pm-10:00pm.

The Rusty Parrot Lodge & Spa LLC dba Wild Sage (Applied for Bar and Grill)

The Rusty Parrot is currently under construction and is slated to reopen its doors in the spring of 2023. The property has been closed since November 2019 due to a catastrophic fire. Before closing, the Wild Sage held a Restaurant liquor license. If a license were issued to this applicant, it would be a non-operational license.

Analysis.

The Town Council considers the following from Wyoming Statute § 12-4-104(b) regarding the issuance of a liquor license:

(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.

Possible Alternatives.

Council may choose to issue none, one, two, or all three of the available liquor licenses.

Comprehensive Plan & Priority Alignment.

Policy 4.1.d: Maintain Jackson as the economic center of the region

Continuing Town's function as the community's economic center is essential in its role as the community's

central Complete Neighborhood. Town is home to the majority of the retail opportunities, jobs and basic facilities and services needed by our community and visitors. As the community's population center and central Complete Neighborhood, Town will continue to play this role into the future.

Policy 4.2.a: Create mixed use Subareas

Existing nonresidential subareas will be enhanced into vibrant, mixed use active pedestrian subareas. Both horizontal and vertical mixed uses will be utilized based upon the location and character defined in each specific Character District. Mixed use areas will allow nonresidential uses, but will also include a variety of residential and lodging uses. A vertical mix of residential, lodging, and nonresidential uses will foster a nightly, year-round "lights on" experience of use, activity and occupancy downtown.

Policy 8.1: Maintain current, coordinated service delivery

The Town and County will coordinate and collaborate with independent service providers to ensure desired life-safety, educational, social, recreational, and cultural service levels are maintained consistent with the Community's Common Values.

Fiscal Impact.

Upon approval, the prorated license fee of \$936.99 per Retail license and \$945.73 per Bar and Grill license will be deposited into the Town's general fund. The license(s) will also generate an undetermined amount of sales tax revenue.

Staff Impact.

The Town Clerk's office spent approximately 120 hours building the application packets, working with and accepting the packets from applicants, preparing applications to be sent to the Wyoming Liquor Division (WLD), Town Council and appropriate Town departments for review. Staff also worked with the WLD and the applicants to ensure the applications were complete with all of the needed information. Staff prepared the schedule for the public hearing and the staff report for the hearing and discussion.

The Legal, Planning and Building, Police, and Fire Departments also spent time reviewing the applications.

Issuance of any additional licenses will have staff impact related to administrative time for renewals in the future and the potential for additional law enforcement contacts related to compliance.

Attachments or Links.

Applications.

Schedule of Presentations.

Public Comment.

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

If Council elects to issue one or more licenses, the following motions would be appropriate:

1. Having considered the Wyo. Stat. §12-4-104(b) statutory factors, I move to approve the issuance of a Retail liquor license to _____ for the current liquor license year terminating March 31, 2023, subject to the following conditions of approval:
 - a. The Clerk shall not issue the liquor license until all required Town permits, licenses, and lease issues have been satisfied.
 - b. Any additional minor corrections deemed necessary by staff and the Wyoming

Liquor Division.

c. _____ (additional condition(s) agreed to by the applicant, drafted, and inserted here at this meeting).

d. The Town Clerk shall not issue the license until confirmation that the conditions of approval have been met within the timeframe set forth in Wyoming Statute 12-4-103(a)(iv).

2. Having considered the Wyo. Stat. §12-4-104(b) statutory factors, I move to approve the issuance of a Bar and Grill liquor license to _____ for the current license year terminating March 31, 2023, subject to the following conditions of approval:

a. The Clerk shall not issue the liquor license until all required Town permits, licenses and lease issues have been satisfied.

b. Any additional minor corrections deemed necessary by staff and the Wyoming Liquor Division.

c. _____ (additional condition(s) agreed to by the applicant, drafted, and inserted here at this meeting).

d. The Town Clerk shall not issue the license until confirmation that the conditions of approval have been met within the timeframe set forth in Wyoming Statute 12-4-103(a)(iv).

If all available licenses are not issued, staff requests an additional motion:

I move to direct the Town Clerk's office to not accept any applications for Retail and/or Bar & Grill liquor licenses until so directed in the future by the Town Council.

2022 Liquor License Public Hearing Schedule

Time	Applicant	Type of License	Presenter
9:00am	Caliente Taqueria LLC	Retail	Elizabeth Campbell
9:15am	Get Loose LLC	Retail	Gavin Fine
9:30am	ShopCoo LLC	Retail	Mike Reid
	BREAK		
9:45am	Coe LLC	Bar and Grill	Kevin Cohane
10:00am	Kampai Holdings LLC	Bar and Grill	Dan Janjigian
10:15am	Rusty Parrot Lodge and Spa LLC	Bar and Grill	Brandon Harrison

NEW OR TRANSFER 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

License Fees: Annual Fee: \$ 1500 . 00 Date filed with clerk: 6 / 21 / 22
Prorated Fee: \$ 936 . 99 Advertising Dates: (2 Weeks) 8/3/22 & 8/10/22
Transfer Fee: \$ _____ Hearing Date: 8 / 15 / 22
Publishing Fee: \$ 100. 00
Publishing Fee Direct Billed to Applicant: ☐

Local License #: _____

License Term: 8 / 23 / 22 through 3 / 31 / 23
Month Day Year 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: Caliente Taqueria LLC

Trade/Business Name (dba): HATCH Taqueria & Tequilas

Building to be licensed/Building Address: 120 W. Broadway
Number & Street
Jackson WY 83001 Teton
City State Zip County

Local Mailing Address: P.O. Box 1612
P.O. Box or Number & Street
Jackson WY 83001
City State Zip

Local Business Telephone Number: (307) 201-2780 Fax Number: ()

Business E-Mail Address: info@HatchJH.com

FILING FOR ☒ NEW LICENSE ☐ TRANSFER OF LOCATION	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
☐ TRANSFER OWNERSHIP ☐ ASSIGNMENT LETTER ATTACHED FORMERLY HELD BY: _____		

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
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SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY ☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM	☐ GOLF CLUB ☐ GUEST RANCH	☐ RESORT
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To Assist the Liquor Division with scheduling inspections:

OPERATIONAL STATUS

☒ FULL TIME (e.g. Jan through Dec)	Specify months of your operation: from <u>January</u> to <u>December</u>
☐ SEASONAL / PART-TIME	Days of Week (e.g. Mon through Sat): from <u>Monday</u> to <u>Sunday</u>
☐ NON-OPERATIONAL / PARKED	Hours of Operation (e.g. 10a - 2a): from <u>8am</u> to <u>11pm</u>

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 4

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)
- If Yes, please submit a copy of the lease and indicate:
- (i) When the lease expires, located on page 1 paragraph 3 of lease.
- (ii) The **Sales** provision for alcoholic or malt beverages is located, on page 3 paragraph 7 of lease.
(Lease MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)
2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601(b) ☐ YES ☒ NO
3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403
- (a) Hold any interest in the license applied for? ☐ YES ☒ NO
- (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business? ☐ YES ☒ NO
- (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? ☐ YES ☒ NO
- (d) If you answered **YES** to any of the above, explain fully and submit any documents in connection there within:
- _____
4. Does the **applicant** have any interest or intent to acquire an interest in any other liquor license issued by **this** licensing authority? W.S. 12-4-103(b) ☐ YES ☒ NO
- If "YES", explain: _____

5. **BAR AND GRILL LICENSE OR RESTAURANT LICENSE:**

Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☐ YES ☐ NO

6. **RESORT LICENSE:**

Does the resort complex:

- (a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) ☐ YES ☐ NO
- (b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) ☐ YES ☐ NO
- (c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) ☐ YES ☐ NO
- (d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended not less than 10 million dollars (\$10,000,000.00)? W.S. 12-4-401(b)(iv) ☐ YES ☐ NO
- (e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)
1. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

7. **MICROBREWERY LICENSE:**

- Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) ☐ YES ☐ NO
- (a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT
☐ BAR AND GRILL ☐ WINERY
- (b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesale malt beverage license with the Liquor Division)

8. **WINERY LICENSE:**

- Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) ☐ YES ☐ NO
- (a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT
☐ BAR AND GRILL ☐ MICROBREWERY

9. LIMITED RETAIL (CLUB) LICENSE:

FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)

- (a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO
- (b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO

10. LIMITED RETAIL (CLUB) LICENSE:

VETERANS CLUBS W.S. 12-1-101(a)(iii)(A):

- (a) Does the Veteran’s organization hold a charter by the Congress of the United States? ☐ YES ☐ NO
- (b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? ☐ YES ☐ NO

11. LIMITED RETAIL (CLUB) LICENSE:

GOLF CLUBS W.S. 12-1-101(a)(iii)(D)/W.S. 12-4-301(e):

- (a) Do you have more than fifty (50) bona fide members? ☐ YES ☐ NO
- (b) Do you own, maintain, or operate a bona fide golf course together with clubhouse? ☐ YES ☐ NO
- (c) Are you a political subdivision of the state that owns, maintains, or operates a golf course? ☐ YES ☐ NO
1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g) ☐ YES ☐ NO
2. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

12. LIMITED RETAIL (CLUB) LICENSE:

SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E)/W.S. 12-4-301(b):

- (a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located? ☐ YES ☐ NO
- (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? ☐ YES ☐ NO
- (c) Is the club qualified as a tax exempt organization under the Internal Revenue Service? ☐ YES ☐ NO
- (d) Has the club been in continuous operation for a period of not less than one (1) year? ☐ YES ☐ NO
- (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as Recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? ☐ YES ☐ NO
- (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? ☐ YES ☐ NO
- (g) Have you filed a true copy of your bylaws with this application? ☐ YES ☐ NO
- (h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition Attached) ☐ YES ☐ NO

13. 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 ☐
				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.)

14. 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 <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	No. of Years in Corp or LLC	% of Corpora te 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							
Jeffrey Davies							
Andrew Ward							
						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)

REQUIRED ATTACHMENTS:

- ☒ A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102(a)(vi).
- ☒ Attach any lease agreements (especially for resort / political subdivisions leasing out food & beverage services) W.S. 12-4-103 (a)(iii)/W.S. 12-4-403(b)/W.S. 12-4-301(e).
- ☐ If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601(b).

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)
COUNTY OF Teton) ss.

Signed and sworn to before me on this 7 day of June, 2022 that the facts alleged in the foregoing instrument are true by the following:

- 1) [Signature]
(Signature)

Elizabeth C. Campbell
(Printed Name)

owner
Title
- 2) _____
(Signature)

(Printed Name)

Title
- 3) _____
(Signature)

(Printed Name)

Title
- 4) _____
(Signature)

(Printed Name)

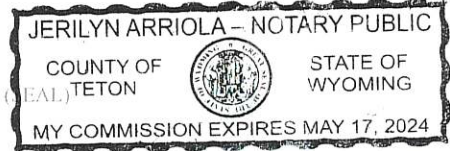
Title
- 5) _____
(Signature)

(Printed Name)

Title
- 6) _____
(Signature)

(Printed Name)

Title



Witness my hand and official seal: [Signature]
Signature of Notary Public
My commission expires: May 17, 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: Campbell First Name Christine Full Middle Name Elizabeth Last Name

Date of Birth: [REDACTED] State / Number

[Signature]
Applicant Signature

State of Wyoming)
County of Teton)ss

Subscribed and sworn to before me this 7 day of June, 2022

(SEAL)

[Signature]
Notary Public or officer authorized to administer oaths



LEASE AGREEMENT

This Lease Agreement is made and entered into by and between Charlie Sands, Jackson, Wyoming, hereinafter referred to as "Landlord" and Caliente Taqueria, LLC, of PO Box 1612, Jackson, Wyoming, 83001, herein referred to as the "Lessee".

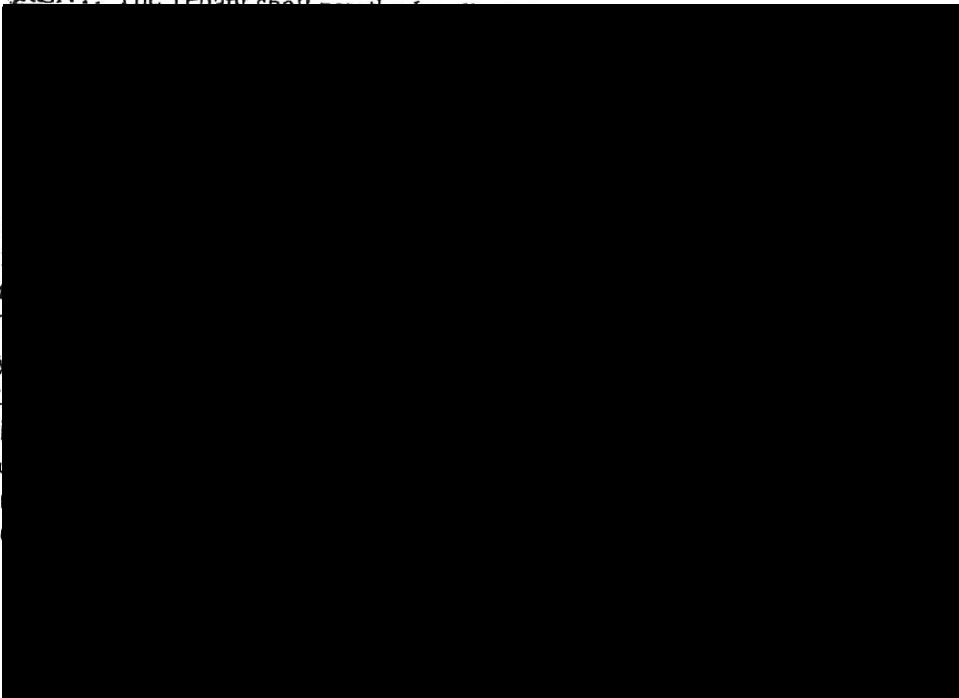
1. DESCRIPTION OF LEASED PROPERTY. The property which is the subject matter of this Agreement of Lease is a portion of a building located on Lot 4, block 8, original townsite of Jackson, Wyoming, said portion more particularly described and hereinafter referred to as the "leased property". See Attachment A

2. AGREEMENT OF LEASE. For and in consideration of the covenants and agreements hereafter set forth to be kept and performed by the parties hereto, hereby lease the leased property from Landlord, for the rental amount and on the terms, covenants and conditions set forth hereafter.

3. TERM. The term of this lease shall be 10 (Ten) years, commencing on the 1 day of April, 2014 and terminating on the 1 day of April, 2024, both dates inclusive, unless sooner terminated as hereinafter provided. The Lessee will have the option to renew the lease for 5 (five) additional years upon mutually agreed terms between the lessee and the lessor, unless any one of the 2 following conditions occur:

- a. The Landlord has listed the property for sale or the property is under contract;
- b. The Landlord plans to rebuild the building.

4. RENT. The Tenant shall



The Tenant will also pay without notice, and without abatement, deduction, or setoff, except as may be required or permitted by this lease, 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 addition 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. In the event that the Tenant fails to make a monthly rental payment on or before the fifth working day of a month, a late rent penalty shall be assessed, unless waived in writing by the Landlord. The late rent shall be ten percent (10%) of the monthly rental amount, computed from the first day of the month until the date when the rent the month following the month in which the late rent penalty accrued, unless the Landlord agrees otherwise in writing.

5. SECURITY DEPOSIT. The Tenant has deposited with the Landlord the sum of \$100.00. Said deposit will 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 clean the leased property as herein provided, or should equipment or furnishings on the leased property be damaged or destroyed and the same not be replaced, the Landlord, at its option, may, at any time, then the 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 sum.

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 deposit or so much thereof as may be necessary to compensate the Landlord for loss or damage sustained or suffered by the Landlord, due to such breach or breaches 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. The Tenant's failure to do so within fifteen (15) days after receipt of such demand shall constitute a breach of this lease. Should 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 Tenant to Landlord hereunder, and keep the leased property in a clean and neat condition, then the deposit shall be returned to Tenant within thirty (30) days after the expiration of the term of this lease.

~~At the end of the term of this Lease or upon earlier termination of this Lease.~~

~~Landlord may deliver the funds deposited hereunder by Tenant to the purchaser of Landlord's interest in the leased premises, 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. The Tenant's servants, employees, agents, and business invitees shall at all times during which the Tenant is open for business have the free and uninterrupted right of access to the leased property by means of all doorways, passageways, corridors, and entrances to the building which afford access to the leased property. The Tenant shall have, at renewal thereof determine and change the hours during which the Tenant shall keep the 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 by the Landlord or any agent of the Landlord, or by any other tenant or any other person, except as hereinafter provided.

7. USE OF LEASED PROPERTY. The Tenant shall use the leased property for a restaurant and serving of alcoholic beverages only 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. 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 in the building. Tenant agrees not to deface or damage the building in any manner or overload the floors of the leased property. Tenant agrees not to use or permit the use of the leased property 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 leased property throughout the entire term of this Lease or any extension thereof.

8. SURRENDER. Upon the termination of this Lease, the Tenant shall quit and surrender the leased property in a good condition and repair, reasonable wear and tear expected, together with all alterations, interior decorations, additions, and improvements that may have been made in, to, or upon the leased property, including but not limited to carpeting, wall paneling, ceiling tiles, light fixtures, stove vents/fans, and excepting movable furniture, equipment, unattached movable trade fixtures, and any items provided for by Section 23. All property and improvements made by the Tenant shall not be removed at the termination of this Lease and shall remain the property of the Landlord.

9. ALTERATIONS AND IMPROVEMENTS. No alteration, addition or improvements to the leased property shall be made by the Tenant without the prior written consent on the Landlord, which consent shall not be unreasonably withheld. Subject to Section 23 any alteration, 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 sooner upon 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 alterations of, or additions to the leased property except movable trade fixtures and equipment shall take place under the supervision of the Landlord. Tenant shall keep the leased property and the improvements thereon free and clear of all liens arising out of or claimed by reason of any work performed, materials furnished or obligations incurred by or at the instance of Tenant, and indemnify and save the Landlord and the leased property and the building harmless of all such liens or claims of lien and all attorney's fees and other costs and expenses uncured by reason thereof.

The Landlord shall have the right at any time to alter, repair, or improve the leased property and the building, and the Landlord and its representatives for that purpose may enter on and about the leased property and the building with such material as the Landlord may deem necessary, and may erect scaffolding and all other necessary structures on or about the leased property and the building. The Tenant waives any claim for damages including loss of business resulting therefrom. In the exercise of its rights under this paragraph, the Landlord shall not unreasonably interfere with the conduct of Tenant's business.

10. ACCEPTANCE OF LEASED PROPERTY. Tenant has had a full opportunity to examine the leased property prior to the commencement of the term of this Lease, and acknowledgements that no representations, except as are contained herein, have been made to the Tenant respecting any condition of the leased property. The Tenant's acceptance of occupancy of the same constitutes Tenant's acknowledgement that there is in or about the said leased property nothing dangerous to life, limb or health, and that the same is free from defects and in good, clean and sanitary order, condition and repair, and Tenant hereby waives any claim for damages that may arise from any defects in the leased property after occupancy or after the date of this Lease. The Landlord represents that it is not aware of any inherently dangerous latent defects in the leased property.

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 property 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 force or other casualty excepted. The Tenant shall maintain all portions of the leased property and adjoining areas, including all sidewalks, parking lots, etc, in a clean and orderly condition of repair and safety. Tenant further agrees to maintain adequate lighting in all common areas and ways so as to further assure their safe usage by any and all parties who may have occasion to use them. Tenant agrees to be responsible and bear liability for any outside objects of facilities belonging to them.

Tenant shall give to Landlord prompt written notice of any accident to, or any defects in the leased property that may come to Tenant's notice, and shall first obtain the written consent of Landlord prior to making any substantial repairs or alterations to the leased property.

Tenant shall repair at its own expense, all damage or destruction of any plate or window glass in the leased property, and shall maintain adequate plate glass insurance at its own expense for the benefit of Landlord. If Tenant fails to repair the damage of any plate glass or window glass in the leased property, or fails or refuses to maintain adequate plate glass insurance for the benefit of Landlord, then Landlord may repair said damage or destruction or may insure the plate glass and charge the cost of such repairing or the cost of premium for the plate glass insurance to Tenant, and the amount shall be deemed to be, and shall be paid as, additional rent.

12. UTILITIES. In addition to all rental charges herein provided, Tenant shall pay all charges for water, sewer, gas, electricity, telephone and any other utility services required by the Tenant for any use authorized by this agreement.
13. RIGHT OF ENTRY. The Landlord or his agents shall have the right to enter the leased property at all reasonable times upon reasonable notice in order to examine the leased property, to show it to prospective purchasers or lessees, or to make such repairs, alterations, improvements, and at any time for the enforcement of this Lease Agreement and for the protection of any of the Landlord's property on the leased property. The Landlord shall be allowed to make a reasonable amount of material, from time to time, into and upon the leased property that may be required therefore and without the same constituting an eviction of Tenant in whole or in part. In any entry by the Landlord as herein provided, Landlord shall make all reasonable efforts to minimize interference with Tenant's business. 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 molestation. If, during the last month of the term, the Tenant shall have removed all or substantially all of the Tenant's property therefrom, the Landlord may immediately enter and alter, renovate, and redecorate the leased property, without elimination or abatement of rent without liability to the Tenant for any compensation and such acts shall have no effect upon this Lease. If the Tenant shall not be personally present to open and permit an entry into the leased premises at any time when for any reason an entry therein shall be necessary or permissible, the Landlord or his agents may enter the leased property by a master key, or may forcibly enter the leased property, without rendering the Landlord or such agents liable therefore (if during such entry the Landlord or his agents shall accord reasonable care to the Tenant's property), and without in any manner affecting the obligations and covenants of this Lease. The Landlord's right of reentry shall not be deemed to impose upon the Landlord any obligation, responsibility, or liability for the care, supervision, or repair of the leased property other than as herein provided. The Landlord shall have the right at any time, without affecting an actual or constructive eviction and without incurring any liability to the Tenant therefore, to change the arrangement or location of entrances or passageway, door and doorways, corridors, toilets, or other public parts of the building and to change the name, number, or designation by which the building is commonly known. If any of the structural changes are considered unsuitable by Tenant, said Tenant may terminate this Agreement by serving notice to the Landlord sixty (60) days prior to the termination.

14. TAXES. The Landlord shall pay all state taxes, real estate assessments, and any and all other governmental charges, assessments, or taxes payable in respect of the leased property or any part thereof, and Tenant shall be liable only for taxes levied against personal property, trade fixtures, and other property placed by the Tenant in, on or about the leased property and for any other taxes, including real property taxes in excess of the sums required to be paid on the date of execution hereof. In the event the Landlord shall default in the payment of such real estate taxes or assessments, the Tenant shall have the right to pay the same, and the amount so paid shall be payable by the Landlord to the Tenant on demand with lawful interest thereon, or the Tenant may deduct and withhold the amount so paid out of any rents or other sums then due or which may thereafter become due from the Tenant hereunder.

15. INSURANCE. The Tenant will provide and keep in force for the benefit of the Landlord, general accident, public liability and property damage insurance policies, protecting Landlord, as an additional insured, against any and all liability for injury to persons or damage to property occurring in, on or about the leased property or arising out of the ownership, maintenance, use or occupancy thereof, in a sum not less than \$500,000 per person, \$500,000 per accident for bodily injury and \$350,000 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 terms of this Lease, and copies of all insurance policies obtained at any time thereafter during the term of this Lease.

The Tenant, at its sole cost and expense, shall obtain fire and extended coverage insurance in an amount equal to at least one hundred percent (100%) of the full replacement cost of all Tenant's 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 and deductibles, and the Tenant shall cause the Landlord to be named in such policies as one of the insured. The Tenant 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 on 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.

Tenant agrees that in addition to the requirement of any insurance carrier pursuant to the foregoing insurance policies, Tenant shall, immediately, cause a full and complete report to be made of any and all injuries or accidents upon the leased property upon forms submitted to Tenant by Landlord for that purpose and shall, further, notify Landlord, immediately of any such injury or accident.

16. RULES AND REGULATIONS. Landlords shall have the right from time to time to prescribe rules and regulations, which, in its judgment, may be desirable, for the use, entry, operation and management of the leased property and the building, each of which rules and regulations shall become a part of this Lease. Tenant agrees to comply with such rules and regulations, provided, however, that such rules and regulations shall not contradict or abrogate any right or privilege herein expressly granted to Tenant.

17. SIGNS. The Tenant shall not place or permit to be placed any sign, advertisement, notice or other display on any part of the inside or outside of the leased property, except as such color, size and style and in such locations as shall be approved by the Landlord, such approval not to be unreasonably withheld. The Tenant, upon request of the Landlord, shall immediately remove any sign, advertisement, notice or other display which Tenant has placed or permitted to be placed on any part of the inside or outside of the leased property, which in the opinion of the Landlord, is objectionable, offensive or not in good taste, and if Tenant shall fail so to do, the Landlord may enter the leased property and remove the same at the expense of the Tenant.
18. 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 peaceably and quietly have, hold and enjoy the leased property hereby leased during the term hereof.
19. 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:
- i. Fail to observe a standard of reasonable care with regard to the repair, operation and maintenance of the leased property so as to create or fail to abate any situation which poses a risk of injury to any person reasonable expected to come upon the leased property or do or suffer to be done, anything objectionable to the fire or other 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 an 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.
 - ii. 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 other tenant in the building which the leased property is located.

20. DAMAGE TO LEASED PROPERTY. If the leased property shall be damaged by fire, the elements, unavoidable accident or other calamity, without the fault or neglect of the Tenant, or the Tenant's servants, employees, agents, visitors, licensees, or sub-tenants, and the leased property is not thereby rendered untenable in whole or in part, the Landlord shall promptly, at its own expense, cause such damage to be repaired, and the rent shall not be abated. If by reason of such occurrence, the leased property shall be rendered untenable only in part, the Landlord shall promptly cause the damage to be repaired, and the rent, meanwhile, shall be abated proportionately to the portion of the leased property rendered untenable. If, by reason of such occurrence, the leased property shall be rendered wholly untenable, the rent, meanwhile, shall be abated in whole, provided, however, that there shall be no extension of the terms of this Lease by reason of such abatement. Notwithstanding the provisions of the immediately preceding sentences, if the leased property shall be rendered wholly untenable by reason of such occurrence and the property cannot be repaired within six (6) months from the date of such damage, Tenant shall, at its option, have the right to declare the balance of this Lease null and void. If the Tenant does not exercise its option to cancel this Lease, the Landlord shall promptly, at its own expense, cause such damage to be repaired, and rent shall be abated during the period of such repairs. If after due notice is given, the Tenant fails to exercise its option following substantial destruction of the leased property within six (6) months of the end of the original term or any renewal of this Lease, the Landlord may terminate the Lease.

If any such damage occurring to the leased property, whether it is partial or complete, shall occur as a result of the fault or neglect of the Tenant, 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.

21. INDEMNIFICATION. The Tenant shall indemnify the Landlord and save it harmless from and against all claims, actions, damages, liability and expenses (including attorney's fees related thereto) in connection with the loss of life, personal injury, or damage to property occurring in, on or about, or arising out of or from the leased property by the Tenant or its 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, contractors, customers, employees, or sub-tenants.
22. TENANT'S PROPERTY. (a) The Tenant shall be responsible for and pay before delinquency, all municipal, county, or state assessments during the term of this Lease 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, or adjacent property or the public, or caused by operations in construction of any private or public work. The Landlord shall not be liable for any latent defect in the leased property or in the building of which it forms a part. All property of the Tenant or its sub-tenants kept or stored on the leased property shall be so kept or stored at the risk of the Tenant and its sub-tenants only, and the Tenant shall hold the Landlord harmless from any claims arising out of damage to the same, including subrogation claims by the Tenant's insurance carrier, unless such damage shall be caused by the willful act or gross neglect (75% or greater comparative negligence) of the Landlord.

23.

TRADE FIXTURES AND IMPROVEMENTS. All attached trade fixtures installed by the Tenant in the leased property shall remain the property of the Landlord and shall not be removable at any time by Tenant on or before vacating the leased property. Any damage caused to the leased property as a result of removal of unattached fixtures by the Tenant shall be repaired by tenant at its own expense. Any such trade fixtures not removed at or prior to such termination shall become the sole property of the Landlord. Lighting fixtures, whether or not installed by the Tenant, and stove fans and ventilation shall not be removed at the expiration of any renewal or extension thereof, and shall become the sole property of Landlord with exceptions as noted in Paragraph 8.

24.

NON-ASSIGNMENT. Tenant shall not assign, mortgage, hypothecate, or otherwise encumber this Lease or any interest therein, nor sublet or permit the leased property or any part thereof to be used by any other person, firm, corporation, or other entity other than the Tenant without the written consent 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, which consent shall not be unreasonably withheld. If this Lease is assigned, or if the leased property to 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 and upon any such assignment subletting, etc., 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 Lessor to any further assignment or subletting.

25. SALE OF PROPERTY. In the event that the Landlord sells the property in which the leased property is located, this Agreement shall be subject to the terms of the lease until the current lease term ends.
26. 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 the Tenant is 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 Landlord may have, if such failure to pay rent shall continue for a period of fifteen (15) days after the due date of such rent (no written notice of such default being required) or if any other default shall continue for more than ten (10) days after written notice thereof from Landlord to Tenant, then Landlord, may either terminate this Lease, or reenter the leased property by summary proceedings or otherwise, remove all persons and property from the leased property without liability to any person for damages sustained by reason of such removal, and re-let the leased property at such rental and upon such other terms and conditions as the Landlord in its sole discretion may deem advisable. In such latter event, Tenant shall remain liable for the monthly rent reserved in this Lease, plus the reasonable costs of obtaining 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 leased property 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 the cost of recovering the leased property, 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 leased property 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 from the leased property by any lawful means the Landlord deems necessary to protect its interest.

In the event that Tenant breaks or defaults on the Lease, everything, including all fixtures, in the restaurant shall remain on the premises and shall become the property of the Landlord.

27. RECONSTRUCTION OF IMPROVEMENTS. The parties agree that, during the term of this Agreement of Lease, the Landlord shall have the right to reconstruct and improve the building in which the leased property is located, as well as other buildings in the vicinity of or adjacent to the leased property. In the event the Landlord elects to engage in such activities, the Landlord shall give the Tenant not less than thirty (30) days written notice of the Landlord's decision. The Tenant shall have the option to vacate the property, terminating this agreement and the parties' respective rights and obligations hereunder, or to remain in the property for the remainder of the term of the Lease. In the event the Tenant elects to remain in the property for the remainder of the term of the Lease, the Landlord agrees that reconstruction and improvement activities will be conducted so as to ensure the Tenant has continued access to Glenwood & Broadway Streets in order to continue the operation of the Tenant's business.
28. ATTORNEY'S FEES. If any person not a party to this Lease shall institute an action against Tenant in which the Landlord, involuntarily and without cause, shall be made a party defendant, the Tenant 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. 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 leased property, 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.
29. 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.
30. 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 reasonably required by the Landlord in confirmation 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, foreclosures, or otherwise such holder, or any successor in interest, shall come into possession 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 of 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.

31. NOTICE. All notices, demands or other writings in this Lease provided to be given, made or sent by either party hereto to the other shall be deemed to have been fully 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:

32. 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 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 appropriate written agreement duly executed by both of the parties hereto.

In addition to the foregoing, Tenant specifically agrees that, notwithstanding the fact that Landlord (or Landlord's contractor, employees, or agents) may, gratuitously make, or cause to be made, necessary repairs, maintenance or snow and ice removal, whether on an intermittent basis, such actions shall not constitute a waiver or release of Tenant's duties hereunder to perform the same promptly as the same may

be necessary nor do such actions constitute an acceptance, by Landlord, of the duty to do the same.

33. CONSTRUCTION OF LEASE. The language in all parts of 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 that 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.
34. EXCULPATION CLAUSE. In addition to any other provisions hereof regarding the exoneration or indemnification of Landlord, Landlord shall have absolutely no personal liability with respect to any provision of this Lease, or in the obligation or liability arising therefrom or in connection therewith. Tenant shall look solely to the equity of the then owner of the leased property for the satisfaction of any remedies of Tenant in the event of breach by the Landlord of any of its obligations. Such exculpation of liability shall be absolute and without any exception whatsoever.
35. 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 respective heirs, executors, administrators, successors, assigns and legal representatives.
36. 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 acts 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.
37. POSSESSION. It is understood and agreed by and between the parties that the Tenant shall be entitled to enter onto the leased property from and after the date of the execution of this Lease.

38. REASONABLE CONSENT. The Landlord agrees not to unreasonably withhold its approval of or consent to any act of the Tenant, where such approval or consent is required by the terms of this Lease.
39. 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.
40. EXECUTION. This Agreement shall be executed in two (2) counterparts, each of which shall be an original.
41. TIME OF ESSENCE. Time is of the essence of this Agreement.
42. PERSONAL GUARANTEES. The Tenant is a Limited Liability Company authorized to do business in the state of Wyoming. However, in order to induce Landlord to enter into this lease agreement, the managing members of the Limited Liability Company personally guarantee performance under the terms of this lease agreement.
43. ADDITIONAL PROVISIONS. Prohibition regarding sale of pizza for consumption off premises. It is hereby agreed by and between the Landlord and Tenant that the Tenant will be permitted to have pizza menu as an item for consumption on his premises. However, Tenant agrees that pizza shall not be sold to the general public for off premises consumption. This clause is specifically entered into by and between Landlord and Tenant to avoid competition with Landlord's other Tenant Mountain High Pizza. In addition, Tenant agrees that pizza shall not be sold as its main food service and shall be only a secondary menu item containing several other food offerings.

IN WITNESS WHEREOF, the parties hereto have signed and sealed this Lease as of the day and year first above written.

Charlie Sands
A Sole Proprietorship

BY: Charlie L. Sands Date: Feb 4, 14
Landlord

BY: _____ Date: _____

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IN WITNESS WHEREOF, the parties hereto have signed and sealed this Lease as of the day and year first above written.

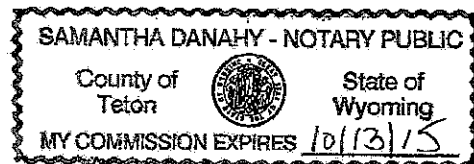
Charlie Sands
A Sole Proprietorship

BY: Charlie L. Sands Date: Feb 4, 14
Landlord

BY: [Signature] Date: 02/04/2014

BY: 1. [Signature] DATE: 2-4-14

BY: [Signature] DATE: 2-4-14



Samantha G Danahy



Business Information / Plan of Operation

Type of Liquor License:

Retail ☒ Bar & Grill ☐

Name of Applicant: Caliente Taqueria LLC, dba HATCH Taqueria & Tequilas

Tell us about your business.

For established businesses:

When did your business open?
Please see attached word doc. with answers to all questions.

Are you open year-round?
If not, provide when and how long you are closed (off-season).

Provide your annual sales tax payments for the last three years.
2021 =
2020 =
2019 =

What is the percentage of your employees who live locally? (includes surrounding communities)

Provide the number of parking spaces your business has (excluding street parking).

Are you located near a bus stop or pathway system?

Have you been involved with community events or public service? Describe.

For new businesses:

What is the projected opening date for your business?

Retail License Applicant

Name of Applicant: Caliente Taqueria, LLC dba HATCH Taqueria and Tequilas

When did you open your business?

December 23, 2014

Are you open Year-round. If not, provide when and how long you are closed (off-season)

Yes. We only close for 2-5 days in the April and November off-seasons for deep cleaning, painting, maintenance etc., as well as for Thanksgiving and Christmas days.

Provide your annual sales Tax payments for the last three years.

2021=

2020=

2019=

What is the percentage of your year employees who live locally? (Including surrounding communities)

100% of our employees live locally acknowledging that a small percentage of our employees are seasonal and do not live locally year-round.

Provide the number of parking spaces your business has excluding street parking?

7 parking spaces out front (North) plus 3 shared spaces with other businesses on the East side. All off street.

Are you located near a bus stop or pathway system?

We are located one block from the Pearl and Glenwood stop #21

Have you been involved with community events or public service? Describe?

Hatch is a sponsor of the Jackson Hole Farmers Market. We participate in Taste of the Tetons and Jackson Hole Food and Wine. Additionally, we donate to every local fundraising event when asked.

Describe your company structure and leadership Team.

Hatch has been under the leadership of our General Manager, Julia Sychuk for the past 6 years. Julia guides 2 kitchen managers, 4 front of the house (FOH) managers, and 1 bar manager. Three of the 4 FOH managers are co-owners of the restaurant. Under the kitchen managers, we have dishwashers, line cooks, and prep cooks. Under the FOH managers, we have servers, hosts, bussers, and food runners. Bartenders are under the bar manager.

Describe the Nature of your business:

Hatch Taqueria & Tequilas is a modern Mexican restaurant serving breakfast, lunch, and dinner. We focus on using high quality ingredients. We offer several vegetarian and gluten free options. Our house margarita is made with fresh squeezed lime juice, agave nectar and 100% agave

tequila and has been awarded first place gold several years in a row by The Best of Jackson Hole.

We are open daily from 8am to 9pm, 12 months out of the year. Ideally with a retail liquor license we would extend our hours to 11pm and continue to serve a limited bar and dessert menu. We know it's frustrating for locals and visitors alike that many restaurants in Jackson stop serving food at 9pm. We would like to be a place where people can go for a late dinner or perhaps after dinner for one more cocktail from the valley's best selection of tequilas and have dessert or something off a bar menu. With the draw of being able to function as a bar later in the evening Hatch would have additional revenue that would support keeping kitchen employees an extra couple of hours to continue to serve food past 9pm.

Describe products to be provided (including alcohol).

Menus attached that will not change.

Additionally, we would like to serve our margaritas to-go in sealed containers, canned beer, and the occasional bottle of tequila.

Describe your target market

Locals and visitors alike, 21 years of age or older who love margaritas, tequilas, and mezcals, as well as our specialty cocktails.

What is the official building capacity?

Inside out capacity is 111. In the summer the deck seats another 50.

Describe frequent events or gatherings held on your property or that will be held.

Rehearsal dinners

Private events

Local fundraisers

Cinco de Mayo

Día de los Muertos

You will be selling a high addiction product; how will you be involved in the community to address that?

Currently we work with and mentor members of our team to make sure they are aware how alcohol can impair their ability to make the best decisions in their lives outside of the restaurant. We are very aware of the realities of working in the restaurant business. Often there is a culture of drinking together after work, but we have clear communication about how drinking too much after work can affect other important relationships, public safety, and also tomorrow's performance.

In addition, when dealing with the public, our entire front of the house staff is Tips certified and diligent not to over serve customers. Our staffed is also well trained in how to deal with customers who may have been over served before arriving at Hatch.

We want our customers to have a good time, but Hatch is not the place for people looking to get drunk and we think the community understands that.

Describe the process for customers to order alcohol and how it is delivered.

We very much look forward to transforming our food counter into a proper bar. This will greatly increase efficiency and enable us to mix drinks in front of the customers. Currently we have a very small pouring room. See attached photos of our pouring room and food counter. The majority of alcoholic beverages will continue to be served to our restaurant tables by our servers. In addition, we would love the opportunity to sell our margaritas to-go in sealed containers.

Do you plan serve alcohol outside on a deck or patio?

Yes, under our restaurant liquor license Hatch currently has table service on our deck where alcoholic beverages poured in our pouring room are served to customers seated at tables. This will not change. For special events referenced above, the retail liquor license will allow us to set up satellite bars on the deck to better meet the needs of those specific events. Please see attached photos of our deck area.

What is your plan to keep customers from leaving with open alcohol containers?

There is only one way off the deck and out of the restaurant. Customers must walk past staff when they exit. This is our current setup, and it will not change when we have retail liquor license. If a customer tried to leave with an open container they would be stopped by a member of our staff. All our drinks are served in glassware, with the exception of a handful of beers. In most cases if someone tried to leave with an open container, they would be additionally stealing our glassware. This is our 8th summer operating the deck, and customers do not try to leave our deck with open containers.

Do you plan to serve alcohol outside on a deck or patio? If so, include a sketch or site plan showing the outside area. If so, describe the physical characteristics of the outside area. What is your plan to keep customers from leaving with open alcohol containers?

Prepared by:	Betsy Campbell
Date:	June 18, 2022

HATCH

TAQUERÍA & TEQUILAS

BREAKFAST & LUNCH • 8AM-3:00PM

AT HATCH TAQUERIA & TEQUILAS WE PROUDLY SERVE HOUSE MADE GMO FREE CORN TORTILLAS, VERTICAL HARVEST ORGANIC GREENS, ORGANIC EGGS AND REGIONALLY SOURCED MEATS AND PRODUCE. ALL JUICES ARE SQUEEZED FRESH DAILY

ANTOJITOS

House made corn tortilla chips are fried in the same fryer as gluten-containing foods. Not recommended to those with gluten sensitivities

CHIPS & SALSA	5
house made roasted tomato salsa and corn tortilla chips GF	
TRADITIONAL GUACAMOLE	13
avocado, red onion, cilantro, jalapeño, and fresh lime, served with tortilla chips and house made salsa GF	
QUESO FUNDIDO	12
oaxacan cheese, roasted hatch chiles, pico de gallo served with tortilla chips GF	
NACHOS	14
choice of pulled pork, chicken tinga or grilled portobello with cheese, black beans, mexican corn, sour cream, jalapeños, guacamole and pico de gallo GF	
FRUIT BIONICO	9
fruit bowl with fresh pineapple, strawberries and bananas, shredded coconut, dulce de leche crema GF	
MEXICAN STREET CORN	13
fresh roasted corn covered with queso fresco, dried chiles, lime, cilantro and mexican spices GF	

SOPAS&ENSALADAS

TORTILLA SOUP	8
tomatoes, onions, green zucchini and yellow squash, lime, cilantro, avocado, crispy tortilla strips GF	
add chicken tinga or pulled pork +5	
HATCH HOUSE SALAD*	13
baby greens, organic heirloom tomatoes, jicama, queso fresco, cilantro, crisp tortilla strips, green onion, red pepper, honey lime vinaigrette GF	
*add-on mesquite grilled shrimp +8, grilled chicken breast +8, grilled flank steak +8, seared yellowfin tuna +10, or grilled salmon +10	

TACOS

2 signature tacos served with baby greens tossed in honey lime vinaigrette • All tacos are made without gluten • available at 11am

CARNE ASADA	16
grilled skirt steak, onions, cilantro, lime, pico de gallo, fresh avocado	
PULLED PORK	15
pulled pork, guacamole, white onion, red cabbage slaw, cilantro	
SALMONASADO	18
mesquite grilled king salmon, pico de gallo, shaved lettuce, lemon aioli, vertical harvest citrus blend	
VERDURASALA PLANCHA	14
grilled cauliflower, red peppers, mexican corn, queso fresco, lemon aioli	
CAMARON	17
mesquite grilled shrimp, chipotle slaw, guacamole, red pepper aioli, fresh cilantro, VH microgreens	
ALPASTOR	15
pork marinated in citrus and chiles, mesquite grilled with pineapple, onion, fried tomato sauce	
CHICKENTINGA	14
braised red bird chicken, grilled onion, chipotle-tomato mole, queso fresco, fresh cilantro	

BEBIDAS

MEXICAN COKE	4	ROOT BEER	3	GOLD PEAK ICED TEA unsweetened	3
COCA COLA	3	GINGERALE	3	TOPO CHICO	5
DIET COKE	3	COCK N' BULL GINGER BEER	4	COFFEE or TAZO HOT TEA	3
SPRITE	3	LEMONADE	3		

GF: made without gluten but prepared in the same kitchen as gluten-containing foods

♦ Consuming raw or undercooked meats, poultry, seafood, shellfish, or eggs may increase your risk of foodborne illness, especially if you have certain medical conditions.

PLATOS FUERTES

2 EGG BREAKFAST*	14
two eggs any style, crispy applewood bacon, breakfast potatoes, 460 multigrain toast add chorizo or sliced tomato +4	
BACON & AVOCADO TACOS	14
three breakfast tacos with scrambled eggs, jalapeño bacon, melted pepper jack, and avocado on flour tortilla	
AVOCADO TOAST	15
hass avocado, fried egg, red pepper aioli, queso fresco, pico de gallo, dried chilis on 460° multigrain	
add regular or jalapeno bacon +4	
HUEVOS RANCHEROS*	14
fried eggs on a corn tortilla with refried black beans, avocado, queso fresco and house made green chili sauce GF	
add regular or jalapeno bacon +4	
CHORIZO BREAKFAST BURRITO	16
scramble eggs and chorizo, oaxaca cheese, potatoes, hatch chile peppers, topped with queso fundido and pico de gallo	
SOUTHWEST OMELETTE	14
smoked applewood bacon, swiss cheese, black beans, mushrooms & onions, sliced tomato, VH microgreens GF	
BANANA HUCKLEBERRY BLUE CORN PANCAKES	14
gluten free homemade blue corn banana pancakes served with huckleberry compote and maple syrup GF add bacon +4	
BREAKFAST SANDWICH	15
soft scrambled egg, crispy jalapeno bacon, pepperjack cheese, roasted red peppers & onions, poblano aioli on 460 focaccia	
SOUTH OF THE BORDER WRAP	16
mesquite grilled shrimp or grilled chicken, chipotle slaw, fresh avocado, roasted corn and red peppers, tortilla strips, romaine lettuce, red pepper aioli, fresh cilantro	
YELLOWFIN LETTUCE CUPS*	17
seared yellowfin, jicama slaw, jalapeño wasabi crema, fresh avocado, sweet chili sauce, VH microgreens GF	
BURRITO BOWL	17
choice of chicken tinga, smoked pork, grilled shrimp, or grilled cauliflower with mexican rice, black bean purée, mixed greens, avocado, pico, queso fresco & oaxaca, chipotle lime crema GF	
EGGPLANT TOSTADAS	15
crispy eggplant, fresh avocado, coleslaw, red pepper aioli, pico de gallo, VH microgreen GF	
add yellowfin tuna +10, or grilled shrimp +8	
HATCH BURGER*	19
snake river farms ground beef, pepper jack cheese, chipotle slaw, flame roasted hatch chile on 460° brioche bun, mixed greens add regular or jalapeno bacon +4	
ENCHILADAS VERDES	15
pulled pork, chicken tinga or black bean & veggies, oaxaca, green ranchero sauce, queso fresco, sour cream, shaved lettuce, pico de gallo GF	
PULLED PORK BURRITO	16
pulled pork, refried black beans, green rice, guacamole, oaxaca cheese, green ranchero sauce wrapped in flour tortilla	
*add-on a side of black bean puree +4, green rice +4, baby greens +5	

HATCH TEQUILAS ALL 100% BLUE AGAVE

BLANCOS unaged or aged up to 2 months in stainless steel or neutral oak			
ALTOS OLMECA	8	DON SUEÑOS	12
AVION	10	DULCE VIDA	9
CAMARENA	6	ESPOLON	9
CASAMIGOS	11	HERRADURA	11
CASA NOBLE	10	MILAGRO	8
CAVA DE ORO	11	MILAGRO S.B.R.	18
CAZADORES	8	PATRON	12
CLASE AZUL	18	SAUZA HORNITOS	9
CODIGO	14	TANTEO INFUSED	8
CODIGO ROSA	14	<i>jalapeño, chipotle, habaero</i>	
CORRALEJO	8	TEREMANA	9
CORZO	12	TEQUILA OCHO	13
DON JULIO	11		

REPOSADOS aged 2 months to a year, in various styles of oak barrels			
ALTOS OLMECA	9	DON JULIO	12
AVION	11	DON SUEÑOS	14
CAMARENA	7	ESPOLON	10
CASAMIGOS	12	HERRADURA	12
CASA NOBLE	12	MILAGRO	9
CAVA DE ORO	14	MILAGRO S.B.R.	20
CAZADORES	9	PATRON	14
CLASE AZUL	23	SAUZA HORNITOS	8
CODIGO	17	TEREMANA	10
CORRALEJO	9	TEQUILA OCHO	15
CORZO	13		

AÑEJOS aged a minimum of 1 year but less than 3 years in oak barrels			
ALTOS OLMECA	10	ESPOLON	11
AVION	12	HERRADURA	13
CASAMIGOS	15	MILAGRO	9
CASA NOBLE	15	MILAGRO S.B.R.	23
CAVA DE ORO	17	PATRON	15
CAZADORES	11	SAUZA HORNITOS	9
CODIGO	23	SAUZA HORNITOS	10
CORZO	15	BLACK BARREL	
DON JULIO	13	TEQUILA OCHO	17
DON SUEÑOS	15		

EXTRA AÑEJOS aged a minimum of 3 years in oak barrels			
AVION RESERVA 44	29	CODIGO	39
CAVA DE ORO	28	DON JULIO 1942	31

HATCH MEZCALS produced with up to 30 varieties of agave			
PLUMA NEGRA Espadin	18	DEL MAGUEY Arraqueño	15
PLUMA NEGRA Tepeztate	26	DEL MAGUEY vida	12
PLUMA NEGRA Tobala	24	DEL MAGUEY wild Tepeztate	19
BOZAL Cuishe	21	MARCA NEGRA Espadin	16
BOZAL Espadin	19	MARCA NEGRA Tobala	19
CASAMIGOS	16	SACRVM Espadin &	16
DOS HOMBRES	19	Madrecuishe	19
WAHAKA Espadin	16	SACRVM Madrecuishe	21
WILD COMMON Ensemble	21	SACRVM 48 Madrecuishe	16

TEQUILA FLIGHTS

THE FAMILY

a blanco, reposado & anejo from your choice of:

ALTOS	16	DON JULIO	19
AVION	18	HERRADURA	19
CASAMIGOS	18	MILAGRO Select Barrel	30
CASA NOBLE	20	Reserve	
CAZADORES	15	SAUZA HORNITOS	14
CODIGO	27		
CORZO	22		

FIRE IN THE TETONS

a trio of infused tequilas: tanteo jalapeño, tanteo habaero, tanteo chipotle

17

THE SPIRIT OF AGAVE

consists of a trio of blancos, reposados or añejos into the wrestling ring they go...may the strong survive

BLANCO: altos, corzo, casamigos	14
REPOSADO: espolon, don julio, caadores	17
AÑEJOS: casamigos, casa noble, milagro select barrel reserve	28
MEZCAL DEL MAGUEY: vida, arroqueno,	24
wild tepextate	
ILEGAL: blanco, reosado, anejo	24

FULL BAR AVAILABLE

HATCH SPECIALTIES

HATCHARITAS

THE TRADITIONAL* 13 | 51
100% blue agave blanco, fresh lime juice, agave nectar

A SPICY HATCH* 15 | 58
tanteo jalapeño, fresh lime juice, agave nectar

MEZCAL MARGARITA* 14 | 54
mezcal, fresh lime juice, agave nectar

HUCKLEBERRY MARGARITA 16
100% blue agave reposado, fresh huckleberry puree, fresh lime juice, agave nectar

CHIPOTLE MANGO MARGARITA 14
tanteo chipotle, fresh mango puree, fresh lime juice, tajin chili rim

BLOODY MARIA 11
100% blue agave reposado, house made bloody maria mix, tajin rim

MIMOSA 11
la marca prosecco, fresh orange juice

IRISH COFFEE 10
fresh brewed coffee, baileys irish cream, irish whiskey, house made whipped cream, cinnamon

LA PALOMA 14
100% blue agave blanco, fresh grapefruit, lime, agave nectar, soda, salt rim

THE MEXICAN MULE 12
100% blue agave reposado, fresh lime juice, ginger beer

*order by the pitcher!

HATCH WINES

SPARKLING		
PROSECCO	LA MARCA, Italy	12 44

WHITE		
SAUVIGNON BLANC	WAIRAU RIVER, New Zealand	11 39
CHARDONNAY	MCMANIS FAMILY VINEYARDS, CA	9 34

ROSÉ		
ROSÉ	LAGUNA VERDE, Argentina	9 34

RED		
PINOT NOIR	ELOUAN, Oregon	13 48
CABERNET SAUVIGNON	LOS VASCOS, Chile	9 33

HATCH BEER

make any beer a michelada +2	
BEER & A SHOT	add a shot of olmeca altos blanco to any beer 12

DRAFT		
OLD FAITHFUL	6	MELVIN IPA 6
NEGRA MODELO	6	BACK IN DA HAZE, HAZY 5
PACIFICO	6	IPA Melvin Brewing
WILSON	7	DOS EQUIS AMBER 5
Roadhouse Brewing Co, JH		DOS EQUIS LAGER 5
BOTTLE		
CORONA	5	HEYZEUS MEXICAN 6
BUD LIGHT	5	LAGER Melvin Brewing
LA CERVEZA	5	BUCKLER N/A 5
		TECATE 4
		MODELO ESPECIAL 6
		FAMILY VACATION 6
		Roadhouse Brewing Co, JH

HATCH

TAQUERÍA & TEQUILAS

ANTOJITOS

House made corn tortilla chips are fried in the same fryer as gluten-containing foods. Not recommended to those with gluten sensitivities

TRADITIONAL GUACAMOLE 13
avocado, red onion, cilantro, jalapeno, and fresh lime, served with tortilla chips and house made red salsa GF

MEXICAN STREET CORN 13
fresh roasted corn covered with queso fresco, dried chiles, lime, cilantro and mexican spices GF

QUESO FUNDIDO 12
oaxaca cheese, roasted hatch chiles, pico de gallo served with tortilla chips

CEVICHE DE CAMARON* 17
wild caught argentine red shrimp, marinated in citrus juice until "cooked" served cold with avocado, pico, lime and blue corn tortilla chips

AVOCADO & SPICY BACON CRISP 16
melted oxaca cheese, crisp jalapeno bacon, fresh avocado, feta cheese, pineapple pico, cilantro on a crispy flour tortilla

MEXICAN YELLOWFIN POKE* 17
yellowfin tuna tossed in ginger, jalapeno, sweet chili, and cilantro served with wasabi flour tortilla chips

PLATOS FUERTES

ELK QUESADILLA 28
marinated elk, grilled onions and peppers, oxaca cheese on a flour tortilla, served with chipotle lime crema

BRAISED BISON ENCHILADAS 29
bison barbacoa and oxaca cheese rolled in corn tortillas, with chipotle mole, pickled red onion and jicama, poblano sour cream, fresh cilantro

ENCHILADAS SUIZAS 26
a choice of pulled pork or braised chicken, oxaca, creamy poblano and green ranchero sauce, cherry tomatoes, fresh onion, VH greens GF

CARNE ASADA* 32
mesquite grilled skirt steak, roasted sweet peppers, grilled scallions, fresh avocado, charred lime, cilantro chimichuri

EGGPLANT TOSTADAS WITH SHRIMP 28
mesquite grilled shrimp, coleslaw, fresh avocado, red pepper aioli, pineapple pico de gallo, on a crispy eggplant tostada

MESQUITE GRILLED SALMON* 31
mesquite grilled king salmon, shaved lettuce, poblano crema, pico de gallo, grilled jalapeno, vertical harvest citrus blend GF

SESAME CRUSTED YELLOWFIN* 29
pan-seared sesame crusted yellowfin tuna on a bed of jicama slaw, fresh avocado, wasabi and sriracha, charred lime, pineapple pico de gallo

THREE CHEESE CHILE RELLENO 24
fire roasted chile stuffed with poblano pepper & onion, oxaca & queso fresco, creamy poblano sauce, served with green rice GF add braised chicken +8

HATCH BURGER 25
snake river farms ground beef, pepper jack cheese, chipotle slaw, jalapeno bacon, flame roasted hatch chile on 460 brioche bun, served with a side of hatch salad

BEBIDAS

MEXICAN COKE	4	ROOT BEER	3	GOLD PEAK ICED TEA unsweetened	3
COCA COLA	3	GINGER ALE	3	TOPO CHICO	5
DIET COKE	3	COCK N' BULL GINGER BEER	4	COFFEE or TAZO HOT TEA	3
SPRITE	3	LEMONADE	3		

*GF made without gluten but prepared in the same kitchen as gluten-containing foods

* Consuming raw or undercooked meats, poultry, seafood, shellfish, or eggs may increase your risk of foodborne illness, especially if you have certain medical conditions

DINNER • 5PM-CLOSE

AT HATCH TAQUERIA & TEQUILAS WE PROUDLY SERVE HOUSE MADE GMO FREE CORNTORTILLAS, VERTICAL HARVEST ORGANIC GREENS, ORGANIC EGGS AND REGIONALLY SOURCED MEATS AND PRODUCE. ALL JUICES ARE SQUEEZED FRESH DAILY

SOPAS & ENSALADAS

TORTILLA SOUP 8
tomatoes, onion, green zucchini and yellow squash, lime, cilantro, avocado, crispy tortilla strips GF
*add grilled chicken +8 or pulled pork +5

HATCH HOUSE SALAD 13
baby greens, organic heirloom tomatoes, jicama, queso fresco, cilantro, crisp tortillas, green onions, mix bell peppers, honey lime vinaigrette

STRAWBERRY SALAD 14
baby arugula, fresh strawberries, feta cheese, crispy jalapeno bacon, red onion, citrus vinaigrette

*add-on mesquite grilled shrimp +8, achiote marinated grilled chicken breast +8, seared yellowfin tuna +10, mesquite grilled flank steak +8, or grilled salmon +10

TACOS

3 of our signature tacos with green or red salsa. All tacos are made without gluten

TACO SAMPLER 31
a delicious mix of our best-selling tacos, 2 pulled pork, 2 camaron and 2 verduras

CARNE ASADA* 18
grilled new york strip, onions, cilantro, lime, pico de gallo, avocado

PULLED PORK 16
pulled pork, coleslaw, white onions, cilantro, and guacamole

VERDURAS A LA PLANCHA 15
grilled cauliflower, red pepper, mexican corn, queso fresco, lemon aioli

SALMONASADO* 19
mesquite grilled salmon, pico de gallo, shaved lettuce, lemon aioli, VH citrus blend

CAMARON 19
mesquite grilled shrimp, chipotle slaw, guacamole, red pepper aioli, fresh cilantro, VH greens

ROASTED POBLANO & BRUSSELS SPROUTS 16
roasted poblano pepper, grilled onions, oxaca & cotija cheeses, brussels sprouts, shaved lettuce on housemade jalapeno tortilla

GRILLED CHICKEN 17
mesquite grilled chicken, guacamole, pickled onion, pineapple pico, lemon aioli

AL PASTOR 17
pork marinated in citrus and chiles, mesquite grilled with pineapple, onion, fried tomato sauce

PORTOBELLO MUSHROOM 16
grilled portobello mushroom, grilled onions, guacamole, pico de gallo, coconut lime crema on housemade jalapeno tortilla VEGAN

SEARED YELLOWFIN TUNA* 19
spicy seared yellowfin tuna, fresh avocado, jalapeno, lime and wasabi sauce, jicama slaw, pico de gallo

*add-on a side of black bean puree +4, green rice +4, baby greens & honey lime vinaigrette +5, side of three fresh corn tortillas +4

HATCH TEQUILAS ALL 100% BLUE AGAVE

BLANCOS unaged or aged up to 2 months in stainless steel or neutral oak			
ALTOS OLMECA	8	DON SUEÑOS	12
AVION	10	DULCE VIDA	9
CAMARENA	6	ESPOLON	9
CASAMIGOS	11	HERRADURA	11
CASA NOBLE	10	MILAGRO	8
CAVA DE ORO	11	MILAGRO S.B.R.	18
CAZADORES	8	PATRON	12
CLASE AZUL	18	SAUZA HORNITOS	8
CODIGO	14	TANTEO INFUSED	11
CODIGO ROSA	14	jalapeño, chipotle, haba ñ ero	
CORRALEJO	8	TEREMANA	9
CORZO	12	TEQUILA OCHO	13
DON JULIO	11	WILD COMMON	18

REPOSADOS aged 2 months to a year, in various styles of oak barrels			
ALTOS OLMECA	9	DON JULIO	12
AVION	11	DON SUEÑOS	14
CAMARENA	7	ESPOLON	10
CASAMIGOS	12	HERRADURA	12
CASA NOBLE	12	MILAGRO	9
CAVA DE ORO	14	TEQUILA OCHO	15
CAZADORES	9	MILAGRO S.B.R.	20
CLASE AZUL	23	PATRON	14
CODIGO	17	SAUZA HORNITOS	8
CORRALEJO	9	TEREMANA	10
CORZO	13	WILD COMMON	21

AÑEJOS aged a minimum of 1 year but less than 3 years in oak barrels			
ALTOS OLMECA	10	ESPOLON	11
AVION	12	HERRADURA	13
CASAMIGOS	15	MILAGRO	9
CASA NOBLE	15	MILAGRO S.B.R.	23
CAVA DE ORO	17	PATRON	15
CAZADORES	11	SAUZA HORNITOS	9
CODIGO	23	SAUZA HORNITOS	10
CORZO	15	Black Barrel	
DON JULIO	13	TEQUILA OCHO	17
DON SUEÑOS	15		

EXTRA AÑEJOS aged a minimum of 3 years in oak barrels			
CAVA DE ORO	28	CODIGO	39
AVION RESERVA 44	29	DON JULIO	31

HATCH MEZCALS produced with up to 30 varieties of agave			
PLUMA NEGRA Espadin	18	DEL MAGUEY wild Tepextate	19
PLUMA NEGRA Tepextate	26	DEL MAGUEY Arraque ñ o	15
PLUMA NEGRA Tobala	24	DEL MAGUEY Vida Espadin	12
BOZAL Cuixe	21	MARCA NEGRA Espadin	16
BOZAL Espadin	19	MARCA NEGRA Tobala	19
CASAMIGOS	16	SACRVM Espadin &	
DOS HOMBRES Espadin	19	Madrecuishe	16
WILD COMMON Ensemble	21	SACRVM Madrecuishe	19
ILEGAL Espadin Blanco	14	SACRVM 48 Madrecuishe	21
ILEGAL Espadin Reposado	17	WAHAKA Espadin	16
ILEGAL Espadin Anejo	24		

TEQUILA FLIGHTS

THE FAMILY a blanco, reposado & anejo from your choice of:			
ALTOS	16	DON JULIO	19
AVION	18	ESPOLON	14
CASAMIGOS	18	HERRADURA	19
CASA NOBLE	20	MILAGRO. SELECT	30
CAZADORES	15	BARREL RESERVE	
CODIGO	27	SAUZA HORNITOS	14
CORZO	22		
FIRE IN THE TETONS 17 a trio of infused tequilas: tanteo jalape ñ o, tanteo haba ñ ero, tanteo chipotle			
THE SPIRIT OF AGAVE consists of a trio of blancos, reposados or a ñ ejos into the wrestling ring they go...may the strong survive			
BLANCO: altos, corzo, casamigos	14		
REPOSADO: espolon, don julio, cazadores	17		
AÑEJOS: casamigos, casa noble,	28		
milagro select barrel reserve			
MEZCAL DEL MAGUEY: vida, arroqueno,	24		
wild tepextate			
ILEGAL blanco, reposado, anejo	24		

FULL BAR AVAILABLE

HATCH SPECIALTIES

HATCHARITAS

THE TRADITIONAL* 13 | 51
100% blue agave blanco, fresh lime juice, agave nectar

A SPICY HATCH* 15 | 58
tanteo jalapeño, fresh lime juice, agave nectar

MEZCAL MARGARITA* 14 | 54
mezcal espadin, fresh lime juice, agave nectar

HUCKLEBERRY MARGARITA 16
100% blue agave reposado, fresh huckleberry puree,
fresh lime juice, agave nectar

SAMBAL WATERMELON MARGARITA 16
sauza hornitos blanco, sambal chili, watermelon
puree, fresh lime and agave nectar

CHIPOTLE MANGO MARGARITA 14
tanteo chipotle, fresh mango puree, fresh lime juice,
tatin chili rim

LAPALOMA 14
100% blue agave blanco, fresh grapefruit, lime,
agave nectar, soda, salt rim

THE MEXICAN MULE 12
100% blue agave reposado, fresh lime juice, ginger beer

ANEJO OLD FASHIONED 14
cazadores anejo, angostura & peychaud's bitters, agave
nectar, orange peel

*order by the pitcher!

HATCH WINES

SPARKLING		
PROSECCO	LA MARCA, Italy	12 44

WHITE		
CHARDONNAY	MCMANIS FAMILY VINEYARDS, CA	9 34
SAUVIGNON BLANC	WAIRAU RIVER, New Zealand	11 39

ROSÉ		
ROSÉ	LAGUNA VERDE, Argentina	9 34

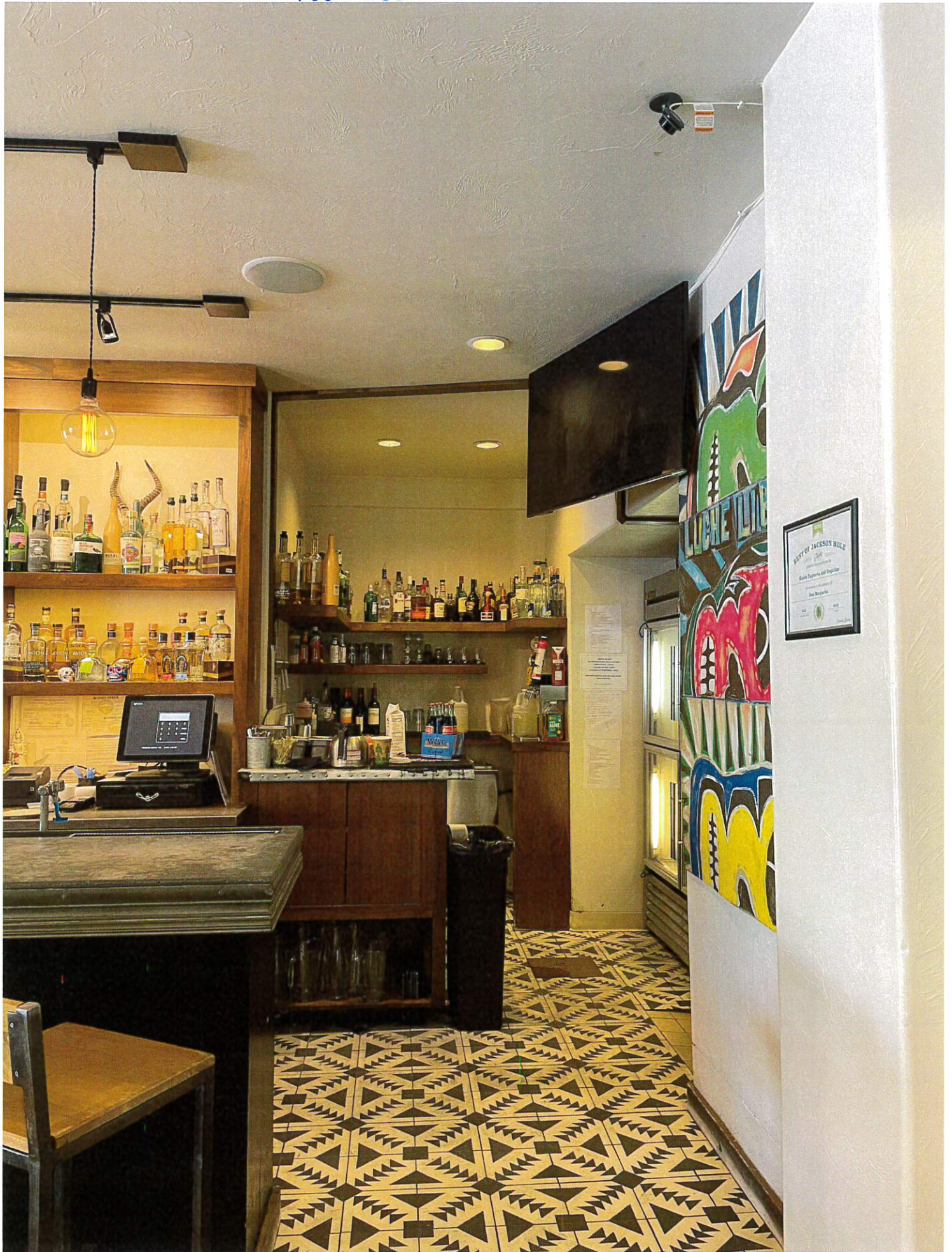
RED		
PINOT NOIR	ELOUAN, Oregon	13 48
CABERNET SAUVIGNON	LOS VASCOS, Chile	9 33

HATCH BEER

BEER & A SHOT add a shot of olmeca altos blanco to any beer 12
make any beer a michelada +2

DRAFT		FAMILY VACATION 6 Roadhouse Brewing Co, JH
OLD FAITHFUL 6 Pale Golden Ale		MELVIN IPA, Melvin Brewing 6
NEGRA MODELO 6		BACK IN DA HAZE, HAZY IPA 5 Melvin Brewing
PACIFICO 6		DOZ EQUIS AMBER 5
WILSON IPA 7 Roadhouse Brewing Co, JH		DOS EQUIS LAGER 5
BOTTLE		HEYZEUS MEXICAN LAGER, 6 Melvin Brewing
CORONA 5		BUCKLER N/A 5
BUD LIGHT 5		TECATE 4
LA CERVEZA 5		MODELO ESPECIAL 6

Pour room



Food Counter



Entrance / Exit



Deck



Deck Seating



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

Fictitious Name

Sub Status

Current

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

PO Box 590 Teton Village WY 83025

Wilson, WY 83014

Parties

Type Name / Organization / Address

Organizer Jeffrey Davies

Notes

Date Recorded By Note

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

Most Recent Annual Report Information

Type	Original	AR Year	2022
License Tax	\$103.74	AR Exempt	N
AR Date	11/18/2021 10:02 PM	AR ID	06931374
Web Filed	Y		

Officers / Directors

Type	Name / Organization / Address
------	-------------------------------

Principal Address

PO Box 1612
Jackson, WY 83001

Mailing Address

PO Box 1612
Jackson, WY 83001

Annual Report History

Num	Status	Date	Year	Tax
02141700	Original	12/12/2014	2015	\$50.00
02363428	Original	12/14/2015	2016	\$107.60
02729676	Original	03/10/2017	2017	\$110.06
03240036	Original	12/29/2017	2018	\$101.68
04044824	Original	12/18/2018	2019	\$96.51
05216456	Original	11/12/2019	2020	\$95.42
06020931	Original	12/14/2020	2021	\$87.98
06931374	Original	11/18/2021	2022	\$103.74

Amendment History

ID	Description	Date
2017-001998072	Delinquency Notice - Tax	01/02/2017
See Filing ID	Initial Filing	01/29/2014

NEW OR TRANSFER
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:	6 / 8 / 22
	Prorated Fee: \$ 936.99	Advertising Dates: (2 Weeks)	8/3/22 & 8/10/22
	Transfer Fee: \$	Hearing Date:	8 / 15 / 22
	Publishing Fee: \$ 100.00		
Publishing Fee Direct Billed to Applicant: ☐			
License Term:	8 / 23 / 22	through	3 / 31 / 23
	Month Day Year		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 Pub & Eatery			
Building to be licensed/Building Address: 20 E Broadway			
Number & Street			
Jackson WY 83001 Teton			
City State Zip County			
Local Mailing Address: 1225 Gregory Ln			
P.O. Box or Number & Street			
Jackson WY 83001			
City State Zip			
Local Business Telephone Number: (307) 739-0700 Fax Number: ()			
Business E-Mail Address:			
FILING FOR		FILING IN (CHOOSE ONLY ONE)	
☒ NEW LICENSE		☒ CITY OF JACKSON	
☐ TRANSFER OF LOCATION		☐ COUNTY OF:	
☐ TRANSFER OWNERSHIP		☐ ASSIGNMENT LETTER ATTACHED	
FORMERLY HELD BY:		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		☐ RESTAURANT LIQUOR LICENSE	
☐ ON-PREMISE ONLY (BAR)		☐ RESORT LIQUOR LICENSE	
☐ OFF-PREMISE ONLY (PACKAGE STORE)		☐ BAR AND GRILL	
☒ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)		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		☐ GOLF CLUB	
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM		☐ GUEST RANCH	
		☐ RESORT	
To Assist the Liquor Division with scheduling inspections:			
OPERATIONAL STATUS			
☒ FULL TIME (e.g. Jan through Dec)		Specify months of your 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 11:30a to 12:00a	

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 4

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)

If Yes, please submit a copy of the lease and indicate:

(i) When the lease expires, located on page1paragraph1of lease.

(ii) The Sales provision for alcoholic or malt beverages is located, on page3paragraph2of lease.

(Lease MUST contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)

2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601(b)

☐ YES ☒ NO

3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403

(a) Hold any interest in the license applied for?

☒ YES ☐ NO

(b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business?

☐ YES ☒ NO

(c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs?

☐ YES ☒ NO

(d) If you answered YES to any of the above, explain fully and submit any documents in connection there within:

4. Does the applicant have any interest or intent to acquire an interest in any other liquor license issued by this licensing authority? W.S. 12-4-103(b)

☐ YES ☒ NO

If "YES", explain:

5. BAR AND GRILL LICENSE OR RESTAURANT LICENSE:

Have you submitted a valid food service permit or application? W.S. 12-4-413(a)

☐ YES ☐ NO

6. RESORT LICENSE:

Does the resort complex:

(a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i)

☐ YES ☐ NO

(b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii)

☐ YES ☐ NO

(c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii)

☐ YES ☐ NO

(d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended not less than 10 million dollars (\$10,000,000.00)? W.S. 12-4-401(b)(iv)

☐ YES ☐ NO

(e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)

1. If Yes, have you submitted a copy of the food and beverage contract/lease?

☐ YES ☐ NO

7. MICROBREWERY LICENSE:

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii)

☐ YES ☐ NO

(a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT

☐ BAR AND GRILL ☐ WINERY

(b) Do you self distribute your products? W.S. 12-2-201(a)

(Requires wholesale malt beverage license with the Liquor Division)

☐ YES ☐ NO

8. WINERY LICENSE:

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii)

☐ YES ☐ NO

(a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT

☐ BAR AND GRILL ☐ MICROBREWERY

9. LIMITED RETAIL (CLUB) LICENSE:

FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)

- (a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO
- (b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO

10. LIMITED RETAIL (CLUB) LICENSE:

VETERANS CLUBS W.S. 12-1-101(a)(iii)(A):

- (a) Does the Veteran's organization hold a charter by the Congress of the United States? ☐ YES ☐ NO
- (b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? ☐ YES ☐ NO

11. LIMITED RETAIL (CLUB) LICENSE:

GOLF CLUBS W.S. 12-1-101(a)(iii)(D)/W.S. 12-4-301(e):

- (a) Do you have more than fifty (50) bona fide members? ☐ YES ☐ NO
- (b) Do you own, maintain, or operate a bona fide golf course together with clubhouse? ☐ YES ☐ NO
- (c) Are you a political subdivision of the state that owns, maintains, or operates a golf course? ☐ YES ☐ NO
1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g) ☐ YES ☐ NO
2. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

12. LIMITED RETAIL (CLUB) LICENSE:

SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E)/W.S. 12-4-301(b):

- (a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located? ☐ YES ☐ NO
- (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? ☐ YES ☐ NO
- (c) Is the club qualified as a tax exempt organization under the Internal Revenue Service? ☐ YES ☐ NO
- (d) Has the club been in continuous operation for a period of not less than one (1) year? ☐ YES ☐ NO
- (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as Recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? ☐ YES ☐ NO
- (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? ☐ YES ☐ NO
- (g) Have you filed a true copy of your bylaws with this application? ☐ YES ☐ NO
- (h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition Attached) ☐ YES ☐ NO

13. 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 ☐
				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.)

14. 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 <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	No. of Years in Corp or LLC	% of Corpora te 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							
Colby Cox							
Gavin Fine							
						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)

REQUIRED ATTACHMENTS:

- ☒ A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102(a)(vi).
- ☒ Attach any lease agreements (especially for resort / political subdivisions leasing out food & beverage services) W.S. 12-4-103 (a)(iii)/W.S. 12-4-403(b)/W.S. 12-4-301(e).
- ☐ If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601(b).

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 31 day of MAY, 20 22 that the facts alleged in the foregoing instrument are true by the following:

- 1) 
(Signature)

Gavin Fine
(Printed Name)

CEO
Title
- 2) _____
(Signature)

(Printed Name)

Title
- 3) _____
(Signature)

(Printed Name)

Title
- 4) _____
(Signature)

(Printed Name)

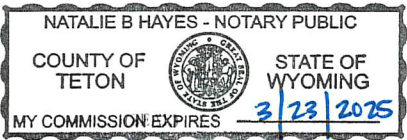
Title
- 5) _____
(Signature)

(Printed Name)

Title
- 6) _____
(Signature)

(Printed Name)

Title



Witness my hand and official seal: Natalie B. Hayes
Signature of Notary Public

My commission expires: 3/23/2025



Business Information / Plan of Operation

Type of Liquor License:

Retail ☒ Bar & Grill ☐

Name of Applicant: Get Loose DBA Roadhouse Pub & Eatery

Tell us about your business.	
For established businesses:	
When did your business open?	2018
Are you open year-round?	
If not, provide when and how long you are closed (off-season).	Yes
Provide your annual sales tax payments for the last three years.	2021 = 2020 = 2019 =
What is the percentage of your employees who live locally? (includes surrounding communities)	100%
Provide the number of parking spaces your business has (excluding street parking).	0
Are you located near a bus stop or pathway system?	Yes.
Have you been involved with community events or public service? Describe.	Yes. We are an annual sponsor of TCSAR and host benefits for nonprofits at our location. Additionally, we donate a percent of sales throughout the year to local nonprofits and run 2-for-2 programs in the off-season to raise funds through food sales.
For new businesses:	
What is the projected opening date for your business?	

Will you be open year-round? If not, provide when and how long you will be closed (off-season). Yes.
What are your total sales projections for the next 3 years? 1 st year of operation = 2 nd year of operation = 3 rd year of operation =
Will you hire locally (includes surrounding communities)? Yes.
Provide the number of parking spaces your business will have (excluding street parking). 0
Will you be located near a bus stop or pathway system? Yes.
What are your plans for community involvement or public service? We will continue to support our local community as we always have, with financial and product donations, events to raise awareness for organizations or causes and through our B Corporation certification that holds us accountable to our employees, customers, and community.

All Applicants.
Describe your company structure and leadership team. Our Co-founders are the CEOs for our operation. We additionally have a COO, Brewmaster, Managing Partner / General Manager, Executive Chef, Marketing Director and three assistant managers to support our Pub and Eatery's leadership needs.

Describe the nature of your business. We are a brewpub with an upscale food menu, cocktails and beers.
Describe products to be provided (including alcohol). Food, Alcohol, Merchandise .
Describe your target market. Locals and tourists looking for a craft beer and food experience and packaged alcoholic beverages for take-away from our street level shop location.
What is the official building capacity? 236
Describe frequent events or gatherings held on your property or that will be held. N/A
You will be selling a high-addiction product; how will you be involved in the community to address that? Strict staff training and IDing process, limits on consumption and reasonable closing hour.
Describe the process for customers to order alcohol and how it is delivered. customers will order through their server.

Do you plan to serve alcohol outside on a deck or patio? If so, include a sketch or site plan showing the outside area. If so, describe the physical characteristics of the outside area. Yes, we have an attached patio. What is your plan to keep customers from leaving with open alcohol containers? Our host stand is located at the entrance /exit and that one will monitor people coming and going. There is no way to directly leave our deck, you must pass through the restaurant.

Prepared by:	Jody Valenta
Date:	5.31.22

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:

	Gavin	David	Fine
Legal Name:	First Name	Full Middle Name	Last Name

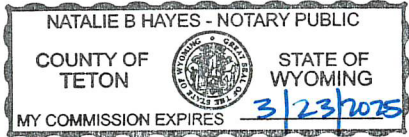
Date of Birth: [Redacted] State / Number

[Signature]
Applicant Signature

State of Wyoming)
County of Teton)ss

Subscribed and sworn to before me this 31 day of MAY, 20 22

(SEAL)



Natalie B Hayes
Notary Public or officer authorized to administer oaths





May 30th, 2022

TOWN OF JACKSON
150 E. PEARL AVENUE
JACKSON, WY 83001

To whom it may concern,

This letter is to confirm that Get Loose, LLC maintains demand deposit accounts at Bank of Jackson Hole that are currently active and in good standing. For further inquiries, please contact the account officer at the contact information listed below.

Respectfully,

A handwritten signature in blue ink, appearing to read "ME".

Matthew L. Oldham
Vice President
Bank of Jackson Hole
990 W. Broadway
PO Box 7000
Jackson WY 83002-7000
Direct Line: (307) 732-3086

LEASE

THIS LEASE (the "Lease") is made as of the 26 day of July, 2017 (the "Effective Date"), between Town Square, LLC, having an address of PO Box 159, Teton Village, Wyoming 83025 ("Lessor"), and Get Loose, LLC, a Wyoming limited liability company, having an address of 172 Center Street, Suite 204, Jackson Hole, Wyoming 83001, Attention: Gavin Fine ("Lessee").

RECITALS

WHEREAS, Lessor is the owner of real property and improvements situated in the Town of Jackson, County of Teton, located at: 10 East Broadway, Jackson, Wyoming 83001* containing approximately seventeen thousand five hundred sixteen (17,516) rentable square feet ("Lessor's Property"), particularly that portion of Lessor's Property being approximately six thousand (6,000) square feet being the subject of this Lease, which includes the storefront on the ground level (the "Leased Premises"), more specifically described on Exhibit "A" attached hereto.

WHEREAS, Lessee desires to Lease from Lessor and Lessor is willing to lease to Lessee the Leased Premises subject to the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties hereto agree as follows:

1. **Lease of Leased Premises; Term.** Lessor does hereby lease to Lessee and Lessee does hereby lease from Lessor the Leased Premises subject to the terms and conditions set forth herein for a term to commence on the Effective Date and expire on the date that is ten (10) years after the Rent Commencement Date (as defined below). Payment of Base Rent (as defined below) shall commence on the date that is one hundred fifty (150) days after the date Lessee obtains the "Permits" (herein so called) as are required to be issued by all governmental authorities in order for Lessee to perform its work and conduct the permitted use of the Premises, if any (the "Rent Commencement Date"); provided however, in no event shall the "Rent Commencement Date" be deemed later than June 1, 2018 or the date that the Lessee opens for business, whichever occurs first, and to expire on the date that is ten (10) years thereafter (unless sooner terminated pursuant to the terms hereof). Lessee agrees to pay Lessor as follows:

(a) **Base Rent.** The monthly "Base Rent" payable from Lessee to Lessor shall commence on the Commencement Date and shall be as follows:

Year 1:

Year 2:

Year 3:

Year 4:

Year 5:

Years 6-10:

Years 11-15* Market Rent (as set forth below)

Years 16-20* Market Rent (as set forth below)

* If applicable pursuant to Section 21.

Base Rent shall be paid in advance, on the first day of each month during the term of this Lease commencing on the Rent Commencement Date, at the address of Lessor set forth above, without any setoff or deduction whatsoever, except as may be permitted pursuant to the express terms of this Lease.

*the designated
address for the
Leased Premises
is 20 East Broadway,
Jackson, WY
83001.
[Signature] x [Signature]

Calculation of Market Rent

(1) Lessor and Lessee shall, at least ninety (90) days prior to the expiration of the Initial Term and the first Renewal Term, agree on the minimum annual rent for the first year of each extension period based upon the "Then Fair Market Rental Value of the Leased Premises" as defined below. If the parties agree on the minimum annual rent for the first year of an extension period within ninety (90) days, they shall execute an addendum to this Lease stating the Base Rent for such extension period.

(2) If they are unable to agree on the Base Rent for the first year of an extension period within the fifteen (15) day period, then the Base Rent shall be the "Then Fair Market Rental Value of the Leased Premises" as determined in accordance with subsection (4) below.

(3) The "Then Fair Market Rental Value of the Leased Premises" means what a landlord under no compulsion to lease the Leased Premises and a tenant under no compulsion to lease the Leased Premises would determine as rent for the first year of the extension period, as of the commencement of the extension period, taking into consideration the use permitted under the Lease, the quality, size, shape, design and location of the Leased Premises, but in no event less than the Base Rent in effect for the year in which Lessee exercises its option to extend.

(4) Within seven (7) days after the expiration of the ninety (90) day period set forth in Subsection (2) above, Lessor and Lessee shall each appoint a real property appraiser with a minimum of five (5) years' experience conducting appraisals in the area in which the Leased Premises are located to appraise the Then Fair Market Rental Value of the Leased Premises. If either the Lessor or the Lessee does not appoint an appraiser within ten (10) days after the other has given notice of the name of its appraiser, the single appraiser appointed shall be the sole appraiser and shall set the Then Fair Market Rental Value of the Leased Premises. If two (2) appraisers are appointed pursuant to this paragraph, they shall meet promptly and attempt to set the Then Fair Market Rental Value of the Leased Premises. If they are unable to agree within the thirty (30) days after the second appraiser has been appointed, they shall attempt to elect a third appraiser meeting the qualifications stated in this paragraph within ten (10) days following the thirty day period the two (2) appraisers are given to set the Then Fair Market Rental Value of the Leased Premises. If they are unable to agree on the third appraiser, either the Lessor or Lessee may petition the appropriate presiding civil court judge of the Teton County District Court of the Ninth Judicial District for the selection of a third appraiser who meets the qualifications stated in this paragraph. Lessee and Lessor shall each pay one-half (1/2) of the total cost of appointing the appraisers and any fees due.

Within thirty (30) days after the selection of the third appraiser, a majority of the appraisers shall set the Then Fair Market Rental Value of the Leased Premises. If a majority of the appraisers are unable to set the Then Fair Market Rental Value of the Leased Premises within thirty (30) days after selection of the third appraiser, the three (3) appraisals shall be averaged and the average shall be the Then Fair Market Rental Value of the Leased Premises.

The Base Rent payable during the first year of the first extension period as determined above shall be increased during the remaining term of the extension period by three percent (3%) per annum. The foregoing rental adjustments shall occur on the first day of the month of each twelve (12) month period during the extension period after the first year.

(b) Size of Premises. The parties acknowledge and agree that the rentable square foot area of the Premises shall be deemed to be six thousand (6,000) square feet as indicated on the attached Exhibit "A".

(c) Due Diligence. Lessee shall be permitted to enter the Premises for the purposes of conducting due diligence and all due diligence shall be completed prior to the Due Diligence Deadline. In the event that Lessee is not satisfied with the condition of the Premises for its use as contemplated by this Lease, Lessee, by delivering written notice to Lessor at any time on or before August 31, 2017 (the "Due Diligence Deadline"), may elect to terminate this Lease, whereupon this Lease shall terminate and neither Lessee or Lessor shall have any further obligations or liabilities to the other, and Lessor shall return the Security Deposit in full to Lessee. If Lessee shall not have elected to terminate this Lease by delivering written notice of

termination to Lessor on or before the Due Diligence Deadline, Lessee shall be deemed to be satisfied with the condition of the Premises and shall be deemed to have waived its right to terminate this Lease pursuant to the provisions of this Paragraph 1(c).

(d) Permits. The obligations of Lessee under this Lease are expressly contingent upon Lessee obtaining the Permits. Lessee shall use its best and expedient efforts to obtain the Permit. In this regard, Lessee shall submit its drawings and formally apply to the Town for its Permits not later than August 31, 2017 and Lessee must respond and resubmit to the Town within seven (7) days after receipt of comments. If Lessee has not obtained the Permits on or before December 1, 2017, either Lessor or Lessee may, by delivering written notice to the other, at any time on or before December 6, 2017, either elect to terminate this Lease, whereupon this Lease shall terminate and neither Lessor nor Lessee shall have any further obligations or liabilities to the other and Lessor shall return the Security Deposit in full to Lessee, or waive the contingency set forth in this Paragraph 1(d). Should Lessee not elect to terminate this Lease on account of the Permits by delivering written notice of termination on or before December 6, 2017, Lessee shall be deemed to have waived the contingency set forth in this Paragraph 1(d) and to have obtained the Permits as of December 1, 2017.

(e) Allowance. Except as provided in this Paragraph 1(c), the performance of Lessee's work in the Premises shall be performed and completed at Lessee's sole cost and expense. Notwithstanding the foregoing, so long as this Lease shall be in full force and effect and if Tenant shall not be in breach or default of any of the terms, conditions, covenants and provisions of this Lease, Lessor shall provide to Lessee an allowance (the "Allowance") for the reimbursement of the cost of installing Required Improvements and which shall be in an amount not to exceed Seventy-Five Thousand and No/100 Dollars (\$75,000.00). For the purposes of this Paragraph 1(c), "Required Improvements" are structural, mechanical or legally required improvements (such a improvements necessary to comply with the ADA) that Lessee is required to install in order to ready the Premises for the conduct of business and which are not required as a result of Lessee's particular use and occupancy of the Premises (but rather are required of premises generally) and which benefit the building of which the Premises is a part and will remain in the Premises and/or the building following the expiration or earlier termination of this Lease. The Parties agree that the replacement of the older HVAC unit serving the Leased Premises qualifies as a "Required Improvement," and the replacement thereof prior to the Rent Commencement Date may be paid for with the proceeds of the Allowance. If Lessee believes that any improvements that Lessee is making to the Premises in order to ready the Premises for occupancy qualify as "Required Improvements", Lessee shall provide to Lessor written notice thereof prior to the installation of such improvements. Such notice to Lessor shall be accompanied by work orders, invoices and other evidence of the costs to be incurred by Lessee for the Required Improvements. Payment of the Allowance shall be made as follows: During the first (15) months of the term of this Lease, notwithstanding the provisions of Paragraph 1(a) to the contrary, so long as this Lease is in full force and effect and free from default, Tenant may exercise a credit against Base Rent in the amount of Five Thousand and No/100 Dollars (\$5,000.00) for each month during the first (15) months of the term of this Lease; provided, however, in no event shall the cumulative amount of such credit exceed the cost of the Required Improvements.

2. Use. Lessee shall use and occupy the Premises only for the operation of a restaurant with incidental retail sales of liquor, beer, wine, and merchandise and for no other purpose.

3. Default. In the event Lessee shall "default" hereunder (as defined below), then Lessor shall have all of the rights and remedies available to a Landlord under Wyoming law. In the event that at any time during the term of this Lease either the Lessor or the Lessee shall institute any action or proceeding against the other relating to the provisions of this Lease, or any default hereunder, then, and in that event, the unsuccessful party in such action or proceeding agrees to reimburse the successful party for the reasonable expenses of attorney's fees and costs incurred therein by the successful party. A "default" under this Lease shall mean that the Lessee fails to fully perform any of the terms, covenants and conditions on its part to be performed under this Lease, and the failure continues for thirty (30) days (seven (7) business days in the case of a monetary default) after written notice from Lessor, except that in the case of non-monetary default if Lessee begins to cure its failure within the thirty (30) day period but cannot reasonably complete its cure within such period, then, so long as Lessee continues to diligently

attempt to cure its failure, the thirty (30) day period shall be extended to ninety (90) days or such lesser period as is reasonably necessary to complete the cure.

4. **AS-IS.** Lessee hereby expressly acknowledges that as of the Due Diligence Deadline it has inspected the Premises and is familiar with the physical condition thereof, and agrees to take the same "as is", even if the Leased Premises is not in compliance with applicable codes and laws as of the Effective Date. Lessee acknowledges that Lessor shall have no obligation to do any work in and to the Leased Premises, or incur any expense in connection with said work, in order to make the Premises suitable and ready for occupancy and use by the Lessee.

5. **Alterations.** Lessee shall not make, cause, or permit the making of any alterations, decorations, installments, additions, or improvements in or to the Leased Premises without Lessor's prior written consent, which consent shall not be unreasonably withheld or delayed. Lessee agrees to pay all costs and expense in connection with obtaining such consent and in making such alterations, decorations, installments, additions, or improvements. Lessee shall promptly pay all contractors, materialmen and professional service providers, so as to minimize the possibility of a lien attaching to the Leased Premises, and should any such lien be made or filed, Lessee shall bond against or discharge the same within ten (10) days after written request by Lessor. Lessee shall hold the Lessor, the Leased Premises and the building and every part thereof free and harmless for, from and against any and all liability, damage, claims, demands, liens, suits, actions or expense (including attorneys' fees) arising out of any work done on or about the Leased Premises by Lessee, its employees, representatives, successors and assigns at the request or on behalf of Lessee.

6. **Taxes.** Lessee shall be liable for and promptly pay when due all taxes and other charges levied against Lessee's personal property, trade fixtures and other property placed by Lessee in, on, or about the Leased Premises. Lessor shall pay all real property taxes and assessments assessed against Lessor's Property.

7. **Release.** Lessor shall not be liable for and Lessee waives and releases all claims for any damage to property of Lessee, or of others, located on or about the Premises, nor for the loss of or damage to any property of Lessee or of others by theft or otherwise, except if said loss or damage is caused by the gross negligence or willful conduct of Lessor, its employees or agents. Lessor shall not be liable for and Lessee waives and releases all claims for any latent defects in the Premises or in the building of which they form a part. All property of Lessee kept or stored on the Premises shall be so kept or stored at the risk of Lessee only and Lessee shall indemnify, defend and hold Lessor harmless for, from and against any claims arising out of damage to the same, including subrogation claims by Lessee's insurance carriers.

8. **Utilities.** Lessee agrees to connect only such electrical equipment to the building electric distribution systems. Lessor shall not in any way be liable or responsible to Lessee for any loss, damage or expense which Lessee may sustain or incur if for any reason either the quantity or character of electric service is changed or is no longer available or suitable for Lessee's requirements. Lessee is responsible for obtaining and paying for any utilities which it may desire for the Leased Premises, including, but not limited to, water, sewer, gas, trash and recycling. In this regard, Lessee shall pay such deposits and execute such applications as may be required to establish utility service in Lessee's name. All utilities serving the Leased Premises are separately metered.

9. **Indemnification.** If, as a result of any act or omission on the part of Lessee, its agents, employees, contractors, subcontractors, or invitees any claim, action, or suit is made or brought against Lessor, Lessee does hereby agree to indemnify Lessor and to hold Lessor harmless for, from and against any claim, liability, damage, or loss resulting from any such act or omission, including the payment of all of reasonable attorney's fees and costs in connection therewith.

10. **Assignment; Sublease.** Lessee shall not assign, mortgage, or encumber this Lease, nor further sublet or suffer or permit the Leased Premises or any part hereof to be used by others without the prior written consent of Lessor in each instance, in Lessor's sole and absolute discretion, except that Lessee retains the right to assign this Lease to an affiliate of Lessee without prior written consent; provided, however, no assignment of this Lease or subletting of the Premises shall result in a release of liability of Lessee or any Guarantor of this Lease.

Consent by Lessor to an assignment or subletting shall not be construed to release Lessee from obtaining the consent in writing of Lessor to any further assignment or subletting. Consent by Lessor to an assignment or sublease shall not release from Lessee's obligations hereunder unless such written consent clearly and specifically states intent to do so. Any authorized assignee or sublessee shall agree in writing to be bound by the terms of this Lease and to abide by all applicable laws and any rules and regulations adopted by the Lessor. Lessee shall pay all costs incurred by Lessor in connection with reviewing a request for consent to an assignment or sublease including attorney's and accountant's fees, in an amount not to exceed Five Hundred and No/100 Dollars (\$500.00). The covenants, terms, conditions, provisions, and undertakings in this Lease shall extend to and be binding upon the successors and permitted assigns of the respective parties hereto.

11. Maintenance.

(a) Lessee shall, at its sole cost and expense, at all times keep the Leased Premises (including maintenance of exterior entrances, all glass and show window moldings) and all partitions, doors, door jams, door closers, door hardware, fixtures, equipment and appurtenances thereof (including electrical, lighting, heating and plumbing, and plumbing fixtures, and any air conditioning system, including leaks around ducts, pipes, vents, or other parts of the air conditioning, heating, or plumbing systems which protrude through the roof) in good order, condition and repair, including replacement, and in compliance with codes and ordinances of governmental authorities having jurisdiction). Furthermore, Lessee agrees to immediately notify Lessor if it observes mold/mildew and/or moisture conditions (from any source, including leaks), and allow Lessor to enter and evaluate and/or make recommendations with respect to remediation. Lessee acknowledges that the control of moisture and mold prevention are obligations of Lessee under this Lease. Lessee shall also repair any damage to the structural portions of the roof and Leased Premises resulting from Lessee's negligent acts or omissions or the acts or omissions of Lessee's employees or agents or as a result of the failure of Lessee or Lessee's employees or agents, to perform or observe the covenants or conditions in this Lease contained or resulting from alterations, additions or improvements to the Leased Premises made by Lessee or Lessee's employees or agents. Lessee shall be responsible for all maintenance and repairs with respect to the Leased Premises except as set forth in subparagraph (b) below.

(b) Lessor shall, at its sole cost and expense: (i) as needed in Lessor's reasonable discretion, keep the foundation and structural soundness of the building of which the Premises is a part, including the exterior walls and roof, in good repair, ordinary wear and tear excepted, and, when necessary in Lessor's discretion, replace the roof of the Leased Premises, (ii) perform all exterior maintenance with respect to the building of which the Premises is a part, (iii) maintain all commonly used portions of real property and adjoining areas, including all sidewalks and parking lots, that are owned by Lessor, in clean and orderly condition, and (iv) maintain and/or repair as necessary the utility lines servicing the Leased Premises.

12. Lessor's Access. Lessor or Lessor's agents shall have the right to enter the Leased Premises upon reasonable notice, and in no event less than 24 hours' notice (except in the case of an emergency, in which no notice shall be required), to examine the same and to show them to prospective purchasers or lessees of the building, and to make such repairs, alterations, improvements or additions as Lessor may deem necessary or desirable including repair, maintenance or alteration of adjoining areas having a common wall or common floor or ceiling within the Leased Premises, and Lessor shall be allowed to take all material into and upon said Leased Premises that may be required therefor without the same constituting an eviction of Lessee in whole or in part and the rent reserved shall in no way abate while said repairs, alterations, improvements or additions are being made, by reason of loss or interruption of business of Lessee or otherwise; provided, however, notwithstanding the foregoing provisions of this paragraph to the contrary, in the event that Lessor's repair of the Leased Premises pursuant to this paragraph results in a closure of the Leased Premises, which closure continues for three (3) consecutive calendar days, then Base Rent, and other charges due under this Lease shall thereafter abate equitably during the remaining period of such closure. During the three (3) months prior to the expiration of the term of this Lease or any renewal term Lessor may exhibit the Leased Premises to prospective Lessees or purchasers, and place upon the Leased Premises the usual notices "For Lease": or "For Sale", which notices Lessee shall permit to remain thereon without molestation. In exercising its rights under this paragraph, Lessor shall use

commercially reasonable efforts to not interfere with the conduct by Lessee of its business operations at the Leased Premises.

13. **Surrender.** Lessee, upon the expiration or within thirty (30) days following the sooner termination of this Lease, shall surrender the Leased Premises in the same condition as the Leased Premises were in upon delivery of possession thereto under this Lease, reasonable wear and tear excepted and damage by unavoidable casualty excepted to the extent that the same is covered by Lessor's property insurance and shall surrender all keys for the Premises to Lessor at the place then fixed for the payment of rent and shall inform Lessor of all combinations on locks, safes and vaults, if any, in the Leased Premises. Lessee shall remove all its trade fixtures, and, at Lessor's request, any alterations or improvements before surrendering the Leased Premises as aforesaid and shall repair any damage to the Leased Premises caused thereby. Lessee's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Lease. Notwithstanding the foregoing, Lessee shall have the right, prior to the expiration or sooner termination of this Lease, to remove, at Lessee's cost and expense, any and all trade fixtures, and other personal property of Lessee situated in the Leased Premises.

14. **Waiver of Subrogation.** Whenever (a) any loss, cost, damage, injury, or expense resulting from fire, explosion, or any other casualty or occurrence normally covered by causes of loss special form insurance is incurred by either party to this Lease in connection with the Premises, and (b) such party is then covered in whole or in part by insurance with respect to such loss, cost, damage, injury, or expense, then the party so insured hereby releases the other party from any liability it may have on account of such loss, cost, damage, or expense, to the extent of any amount recovered by reason of such insurance, and waives any right of subrogation which might otherwise exist in or accrue to any person on account thereof, provided that such release of liability and waiver of the right of subrogation shall not be operation in any case where the effect thereof would be to invalidate such insurance coverage or increase the cost thereof (provided that, in the case of increased cost, the party which shall be subject to such increased cost shall promptly notify the other party in writing of such cost increase and the other shall have the right, within thirty (30) days following its receipt of such written notice, to pay such increased cost, thereupon keeping such release and waiver in full force and effect).

15. **Brokers.** Lessee represents and warrants that Lessee neither consulted nor negotiated with any Broker or finder with regard to the Premises or this Lease. Lessee agrees to indemnify, defend and save Lessor harmless for, from and against any claims for fees and commissions from anyone with whom Lessee has dealt in connection with the Premises or this Lease.

16. **Notices.** All notices and demands to Lessee shall be deemed sufficiently given when delivered personally or mailed by certified mail, return receipt requested, to Lessee at Get Loose, LLC, 172 Center Street Suite 204, Jackson, Wyoming 83001, Attention: Manager or at such other address as Lessee shall from time to time designate in writing by notice given hereunder to Lessor. All notices and demands to Lessor shall be deemed sufficiently given when mailed by certified mail, return receipt requested, to Lessor at PO Box 159, Teton Village, Wyoming 83025, or at such other address as Lessor shall from time to time designate in a notice given hereunder to Lessee. Bills for rent or additional rent may be mailed by ordinary mail rather than certified mail, return receipt requested.

17. **Security Deposit.**

(a) Upon the execution of this Lease, Lessee shall deposit with Lessor the sum of Ten Thousand and No/100 Dollars (\$10,000.00) as security for the faithful performance and observance by Lessee of the terms, covenants, and conditions of this Lease (the "**Security Deposit**"). It is agreed that in the event Lessee defaults in respect of any of the terms, covenants, and conditions of this Lease, including, but not limited to, the payment of rent and additional rent, Lessor may apply a portion or all of the security as payment of any rent and additional rent or any other sum as to which Lessee is in default or for any sum which Lessor may expend or may be required to expend by reason of Lessee's default, including but not limited to, any damages or deficiency in reletting of the Leased Premises, whether such damages or deficiency accrued before or after summary proceedings or other reentry by Lessor. Lessee shall, upon demand, deposit with Lessor the full amount so used, in order that Lessor shall have the full security deposit on hand at all times during the term of this Lease.

(b) Notwithstanding the provisions of Section 17(a) above, provided that (i) Lessee has not committed a default hereunder, and (ii) no event shall have occurred or state of facts exists which, if continued uncured, will, with the lapse of time or the delivery of notice, or both, constitute a default hereunder, and (iii) Lessee has opened at the Leased Premises for business to the public, Lessor shall apply the Security Deposit to the first installment of Base Rent due under this Lease.

(c) In the event of a transfer or assignment of this Lease by Lessor, Lessor shall have the right to transfer the security to the transferee or assignee and Lessor shall thereupon be released by Lessee from all liability for the return of such security; and Lessee agrees to look to the new Lessor for the return of said security; and it is agreed that the provisions hereof shall apply to every transfer or assignment made of the security to a new Lessor.

(d) Lessee further covenants that it will not assign or encumber, or attempt to assign or encumber, monies deposited herein as security, and that neither Lessor nor its successors or assigns shall be bound by any such assignment, encumbrance, attempted assignment, or attempted encumbrance.

18. Entire Agreement. This Lease contains the entire agreement and understanding between parties. There are no oral understandings, terms, or other conditions, and neither party has relied upon any representations, express or implied, not contained in this Lease. All prior understandings, terms, representations, or conditions are deemed merged in this Lease. This Lease cannot be changed or supplemented orally but only by an agreement in writing signed by both parties hereto subject to the prior consent of Landlord.

19. Successors and Assigns. The covenants, terms, conditions, provisions, and undertakings in this Lease shall extend to and be binding upon the successors and permitted assigns of the respective parties hereto.

20. Rules. Lessor may promulgate reasonable rules and regulations with respect to the Leased Premises. Lessor must provide Lessee a copy of such rules and regulations, as amended from time to time, and if so provided then any such Lessor's rules and regulations are a part of this Lease as though incorporated herein. Lessor's rules and regulations shall not contradict or abrogate the rights or privileges expressly granted to Lessee in this Lease.

21. Renewal of Term. Provided that Lessee is not in breach or default of any of the terms, conditions, covenants, obligations or provisions of this Lease, and that Lessee is conducting business from the Leased Premises, then Lessee shall have, and is hereby granted, the option to extend the initial term of the Lease for two (2) additional periods of five (5) years each (each, a "Renewal Term"). Lessee's occupancy of the Premises during the Renewal Terms shall be governed by all of the terms, conditions, covenants and provisions of the Lease except that Lessee shall have no further option to extend the initial term after the expiration of the second Renewal Term. The Renewal Terms shall automatically commence (i) if the original Lessee continues to remain the Lessee at the time of the commencement of a Renewal Term, (ii) provided that Lessee is not in breach or default of any of the terms, conditions, covenants, obligations or provisions of this Lease, and (iii) Lessee has not provided notice of its election not to renew a minimum of sixty (60) days prior to the expiration of the then current term. Base Rent for each Renewal Term shall be calculated in accordance with the provisions of Section 1(a).

22. Estoppel Certificate. Within ten (10) business days after Lessor's written request, Lessee agrees to deliver in recordable form a certificate to any proposed mortgagee, ground lessor or purchaser, or to Lessor, certifying that this Lease is in full force and effect, that there does not exist nor has there existed any toxic materials or hazardous waste in, on or about the Leased Premises, that no more than one (1) month's rent has been paid in advance, that there are no defenses or offsets thereto, or stating those claimed by Lessee, and any other reasonable information that may be requested. If Lessee fails to timely execute the estoppel certificate, Lessee shall pay Lessor on demand a late fee of One Hundred and No/100 Dollars (\$100.00) and such failure may, at Lessor's discretion, be considered a default by Lessor under this Lease.

23. Attornment. Lessee shall, in the event any proceedings are brought for the foreclosure of or in the event of exercise of the power of sale under any mortgage or deed of trust

made by the Lessor covering the Leased Premises, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as the Lessor under this Lease provided that any purchaser or mortgagee shall recognize Lessee's Lease as remaining in full force and effect so long as Lessee is not in default hereunder.

24. Subordination. Upon request of the Lessor, Lessee will subordinate its rights hereunder to any ground lease and to the lien of any mortgage or mortgages or the lien resulting from any other method of financing or refinancing, now or hereafter in force against the land and buildings of which the Leased Premises are a part or upon any buildings hereafter placed upon the land of which the Leased Premises are a part, and to all advances made or hereafter to be made upon the security thereof. This section shall be self-operative and no further instrument of subordination shall be required unless requested by the ground lessor or mortgagee. Lessee covenants and agrees that it will execute additional subordination agreements to such effect at any time thereafter upon the request of Lessor without compensation being made therefor; provided that any ground lessor or the holder of any lien or encumbrance relying on this paragraph or any such additional agreements will covenant with Lessee that this Lease shall remain in full force and effect, and Lessee shall not be disturbed in the event of termination, sale or foreclosure so long as Lessee is not in default hereunder. However, if Lessor so elects, this Lease shall be deemed prior in lien to any ground lease, mortgage, deed of trust or other encumbrance upon or including the Leased Premises regardless of date of recording and Lessee will execute a statement in writing to such effect at Lessor's request.

25. Lessor Default. Lessee agrees to give any mortgagees and/or trust deed holders, by registered mail, a copy of any notice of default served upon the Lessor, provided that prior to such notice, Lessee has been notified in writing fifteen (15) business days in advance (by way of a Notice of Assignment of Lease, or otherwise) of the addresses of such mortgagees and/or trust deed holders. Lessee further agrees that if Lessor shall have failed to cure such default within the time provided for in this Lease, then the mortgagees and/or trust deed holders shall have an additional thirty (30) days to cure such default or if such default cannot be cured within that time, then such additional time as may be necessary if within such thirty (30) days any mortgagee and/or trust deed holder has commenced and is diligently pursuing the remedies necessary to cure such default (including but not limited to commencement of foreclosure proceedings if necessary to effect such cure), in which event Lessee shall forbear from the exercise of remedies (and shall continue to pay rent and abide by all other obligations under this Lease) while such remedies are being so diligently pursued.

26. Quiet Enjoyment. The operation of a bar and restaurant is hereby deemed the acceptable use of the Leased Premises for the purposes of this Lease. Lessor covenants that Lessee, upon payment of 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 hereof free from hindrance or molestation by Lessor or persons claiming by, through or under Lessor subject, however, to matters of record. Lessee shall not commit or suffer to be committed any waste upon the Leased Premises or any nuisance or other act or thing which may disturb the quiet enjoyment of any other tenant in the building in which the Leased Premises may be located.

27. Damage. If the Leased Premises shall be damaged by fire, unavoidable accident, the elements or other casualty insured against under the insurance provisions above but are not thereby rendered untenable in whole or in part, Lessor shall at its own expense cause such damage to be repaired as soon as reasonably practical, and the Base Rent shall not be abated. Lessee shall be responsible for the prompt repair and restoration of its furniture, fixtures and equipment in the Leased Premises damaged by such event. If by reason of such occurrence, the Leased Premises shall be rendered untenable only in part, Lessor shall at its own expense cause the damage to be repaired, and the Base Rent meanwhile shall be abated proportionately as to the portion of the Leased Premises rendered untenable. If the Leased Premises shall be rendered wholly untenable by reason of such occurrence the Lessor shall at its own expense cause such damage to be repaired, and the Base Rent meanwhile shall be abated in whole, except that Lessor and Lessee shall each have the right to be exercised by notice in writing delivered to the other within sixty (60) days from and after said occurrence, to elect to cancel and terminate this Lease and in such event this Lease and the tenancy hereby created shall cease as of the date of the said occurrence, the Base Rent and other charges to be adjusted as of such date. In the event that fifty percent (50%) or more of the rentable area of Lessor's Property shall be damaged or destroyed by fire or other cause, notwithstanding that the Leased Premises may be unaffected

by such fire or other cause, Lessor and Lessee shall each have the right, to be exercised by notice in writing delivered to the other party within sixty (60) days from and after said occurrence, to elect to cancel and terminate this Lease, provided that, should Lessor give Lessee such notice, Lessor has terminated all other leases at Lessor's Property that Lessor is entitled to terminate. Upon either party giving of such notice, the term of this Lease shall expire by lapse of time upon the thirtieth (30th) day after such notice is given, and Lessee shall vacate the Leased Premises and surrender the same to Lessor. Lessee hereby waives any statutory and common law rights of termination which may arise by reason of any partial or total destruction of the Leased Premises which Lessor is obligated to restore or may restore under any of the provisions of this Lease. Furthermore, notwithstanding the foregoing provisions of this paragraph, if the Leased Premises shall be rendered wholly untenantable by reason of such occurrence and the Leased Premises cannot be repaired within six (6) months from the state such damage occurs, Lessor or Lessee shall, at its option, have the right to terminate this Lease.

28. Hazardous Substances. The term "Environmental Laws" means any federal, state or local law, statute, ordinance, regulation or order pertaining to environmental conditions or Hazardous Substances. The term "Hazardous Substances" shall mean any hazardous or toxic substances, materials or wastes, including, without limitation, (a) chlorinated solvents, (b) petroleum products or by-products, (c) asbestos, and (d) polychlorinated biphenyl. Except in connection with the normal business operations of Lessee, and then only in strict compliance with all applicable Environmental Laws, Lessee shall not use, generate, produce, store, release, discharge or dispose of any Hazardous Substances in the Leased Premises or the building. Lessee, at Lessee's expense, shall, in a manner that complies with all Environmental Laws, perform all remediation and cleanup of the Leased Premises and/or the building, hereinafter necessary or required to remediate the presence of Hazardous Substances used, generated, manufactured, produced, stored, released or discharged by Lessee or its agents, contractors, servants or employees on, under or about the Leased Premises and/or the building unless the presence of same is due to the acts or omissions of Lessor. Lessee shall protect, indemnify, defend and hold harmless Lessor, and its directors, officers, members, employees, parents, subsidiaries, successors and assigns for, from and against any and all claims, demands, fines, liens, loss, damage, cost, expense or liability (including reasonable attorneys' fees and costs) arising out of or attributable to Lessee, its assignees, subtenants or their respective agents', contractors', servants' or employees' use, generation, manufacture, production, storage, release, threatened release, discharge, disposal or the presence (through the action or omission of Lessee) of Hazardous Substances on, under or about the Leased Premises or the building. Lessee shall not be liable for the use, presence, disposal, storage, generation, release or threatened release of Hazardous Substances upon, about, beneath, migrating to or from the Leased Premises by a prior occupant of the Leased Premises (unless such occupant is or was an affiliate or sublessee of Lessee) or on or from Lessor's Property by another tenant of Lessor's Property, a prior owner of Lessor's Property or Lessor.

29. Eminent Domain. If the whole of the Leased Premises shall be acquired for any public or quasi-public use or purpose or condemned by eminent domain, then the term of this Lease shall cease and terminate as of the earlier of the date of title or possession vesting in such condemning authority in such proceeding and all rentals shall be paid up to the date of such taking. If any part of the Leased Premises shall be acquired or condemned by eminent domain for any public or quasi-public use or purpose, and in the event that such partial taking or condemnation shall render the Leased Premises reasonably unsuitable for Lessee's business, then the term of this Lease shall cease and terminate as of the earlier of the date of title or possession vesting in such condemning authority in such proceeding. In the event of a partial taking or condemnation which is not extensive enough to render the Leased Premises unsuitable for the business of the Lessee, then Lessor shall promptly restore the Leased Premises to a condition comparable to its condition at the time of such condemnation less the portion taken, and this Lease shall continue in full force and effect, except that the Base Rent shall be prorated on a square foot basis based on the new square footage after the partial taking has occurred. In the event of any condemnation or taking as hereinbefore provided, whether whole or partial, Lessee shall not be entitled to any part of the award, as damages or otherwise, for such condemnation and Lessor is to receive the full amount of such award, and Lessee hereby expressly waives any right or claim to any part thereof, including right or claim for the value of any unexpired term of this Lease or diminution in value of Lessee's leasehold interest, or for the value of any option to extend the term hereof or renew this Lease. Although all damages in the event of any condemnation are to belong to the Lessor whether such damages are awarded as compensation

for diminution in value of the leasehold or to the fee of the Leased Premises, Lessee shall have the right to claim and recover from the condemning authority, but not from Lessor, such compensation as may be separately awarded or recoverable by Lessee in Lessee's own right on account of any and all damage to Lessee's business (including "moving and relocation benefits") and any award payable with respect to the "goodwill" of the business) by reason of the condemnation and for or on account of any cost or loss which Lessee might incur in removing Lessee's merchandise, furniture, fixtures, leasehold improvements and equipment, provided that such compensation does not reduce the amounts payable to Lessor in accordance with the provisions of the preceding sentence. Lessor and Lessee acknowledge and agree that the provisions of this Paragraph 29 are the result of arms-length negotiations between Lessor and Lessee and in the event of any conflict between the provisions of this Paragraph 29 and any statutory or common law rights of termination which may arise by reason of any partial taking of the Premises under the power of eminent domain, the provisions of this Paragraph 29 shall prevail.

30. **Holdover.** Any holding over after the expiration of the term hereof, with or without the consent of the Lessor, shall be construed to be a tenancy from month to month at a rent equal to one and one-half (1½) times the rate payable during the last year of the term of the Lease and shall otherwise be on the terms and conditions herein specified, so far as applicable. Such month to month tenancy may be terminated by either Lessor or Lessee upon not less than thirty (30) days written notice to the other.

31. **Accord and Satisfaction.** No payment by Lessee or receipt by Lessor of a lesser amount than the monthly rent and other charges herein stipulated shall be deemed to be other than on account of the earliest stipulated rent or other charges, 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.

32. **Force Majeure.** Any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain labor or materials or reasonable substitutes therefor, failure or disruption of utilities or critical electronic systems (including rolling blackouts), governmental restrictions, governmental regulations, governmental controls, judicial orders, acts of the public enemy (including terrorist acts), hostile governmental action, civil commotion, fire or other casualty, eminent domain, land use challenges and other causes beyond the reasonable control of the party obligated to perform, shall excuse the performance by such party for a period equal to any such prevention, delay or stoppage, except the obligations imposed with regard to rent and other charges to be paid by Lessee pursuant to this Lease.

33. **Severability.** If any term, covenant or condition of this Lease or the application thereof to any person or circumstance 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.

34. **Qualifications.** In the event Lessee shall be a corporation, partnership or limited liability company, the persons executing this Lease on behalf of Lessee hereby covenant and warrant that (i) Lessee is a duly qualified corporation, partnership or limited liability company and all steps have been taken prior to the date of this Lease to qualify Lessee to do business in the State where the Premises is situated, (ii) all franchise, corporate and other business taxes have been paid to date, and (iii) all forms, reports, fees and other documents necessary to comply with applicable laws have been and will be filed when due.

35. **Time is of the Essence.** Time is of the essence of this Lease and each and every provision hereof.

36. **WAIVER OF JURY TRIAL.** LESSOR AND LESSEE EACH WAIVE ITS RESPECTIVE RIGHT TO A TRIAL BY JURY OF ANY CONTRACT OR TORT CLAIM, COUNTERCLAIM, CROSS-COMPLAINT OR CAUSE OF ACTION IN ANY ACTION, PROCEEDING OR HEARING BROUGHT BY EITHER LESSOR OR LESSEE AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY

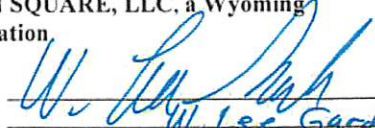
WAY CONNECTED TO THIS LEASE, THE RELATIONSHIP OF LESSOR AND LESSEE OR LESSEE'S USE OR OCCUPANCY OF THE PREMISES, INCLUDING ANY CLAIM OF INJURY OR DAMAGE OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY CURRENT OR FUTURE LAW, STATUTE, REGULATION, CODE OR ORDINANCE.

37. Venue. The parties agree that the a state court of competent jurisdiction in Ninth Judicial District in Teton County, Wyoming shall have personal jurisdiction over all of them and that the venue of any action filed relating to this Lease shall be in the appropriate court in Ninth Judicial Circuit or District Court in Teton County, Wyoming.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be executed as of the day and year first above written.

LESSOR:

TOWN SQUARE, LLC, a Wyoming corporation

By: 
Name: W. Lee Gardner
Its: owner - member
Date: 7/27/14

LESSEE:

GET LOOSE, LLC, a Wyoming limited liability company

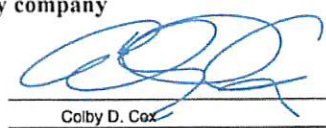
By: 
Name: Colby D. Cox
Its: Member
Date: 7-26-17

EXHIBIT "A"
LEASED PREMISES

[To be attached by the parties within 30 days of the Effective Date – Drawing to include second floor and first floor retail space and entry]

EXHIBIT "B"
GUARANTEE OF LEASE

WHEREAS, a certain Lease has been or will be executed by and between William Lee Gardner hereinafter referred to as "Lessor" and Get Loose, LLC, a Wyoming limited liability company, hereinafter referred to as "Lessee", covering certain premises in the City of Jackson, County of Teton, State of Wyoming located within the Lee's Tee's building located at the corner of Broadway and South Cache Street and

WHEREAS, the Lessor under said Lease requires as a condition of its execution of said Lease that the undersigned guarantee the full performance of the obligations of the Lessee under said Lease; and

WHEREAS, the undersigned desires that the Lessor to enter into said Lease with Lessee.

NOW, THEREFORE, in consideration of the execution of said Lease by Lessor, the undersigned hereby unconditionally, absolutely and irrevocably promises and guarantees to Lessor the full performance of each and all of the terms, covenants, and conditions of said Lease to be kept and performed by said Lessee during the term of said Lease (including any renewals, extensions, modifications, reinstatements and holdings over thereof), including the payment of all rentals and other charges that accrue thereunder.

A. The undersigned further agrees as follows:

1. That this covenant and agreement on its part shall continue in favor of the Lessor notwithstanding any extension, modification, holding over, or alteration of said Lease entered into by and between the parties thereto, or their successors or assigns, or notwithstanding any assignment of said Lease or subletting of the premises, with or without the consent of the Lessor, and no extension, modification, holding over, alteration, subletting or assignment above referred to shall in any manner release or discharge the undersigned and the undersigned hereby consents thereto.

2. This Guarantee will continue unchanged by any bankruptcy, reorganization or insolvency of the Lessee or any successor or assignee thereof or by a disaffirmance or abandonment by a trustee of Lessee, its successors or assigns.

3. Lessor may, without notice, assign this Guarantee in whole or in part. No assignment, subletting or other transfer of the Lease shall operate to extinguish or diminish the liability of the undersigned hereunder.

4. The liability of the undersigned under this Guarantee of Lease shall be primary. Guarantor hereby waives and agrees not to assert or take advantage of: (a) any right to require Lessor to proceed against Lessee or any other person or to pursue any other remedy before proceeding against Guarantor; (b) the defense of any statute of limitations in any action under or related to this Guarantee or the Lease; (c) any right or defense that may arise by reason of the incapacity, lack of authority, death or disability of Lessee or any other person; (d) any right or defense arising by reason of the absence, impairment, modification, limitation, destruction or cessation (in bankruptcy, by an election or remedies, or otherwise) of the liability of Lessee, of the subrogation rights of Guarantor or of the right of Guarantor to proceed against Lessee for reimbursement; and (e) the benefits of any statutory provision or procedural rule limiting the liability of a surety.

5. To pay Lessor's reasonable attorneys' fees and all costs and other expenses incurred in any collection or attempted collection or in any negotiations relative to the obligations hereby guaranteed or enforcing this Guarantee of Lease against the undersigned, individually and jointly.

6. Any notice by the undersigned to Lessor must be served by certified or registered mail, postage prepaid, addressed to Lessor at: PO Box 159, Teton Village, Wyoming 83025, Attention: Lee Gardner, or at such other address as Lessor may designate by written notice. Any notice by Lessor to the undersigned must be served by first class mail, postage prepaid, addressed to the undersigned at the address given below or at such other address as the undersigned shall designate by written notice to Lessor.

7. The undersigned hereby waives all presentments, protests, notices and demands by the Lessor, as well as any notice of default in the payment of rent or any other amounts or obligations contained or reserved in the Lease.

8. The use of the singular herein shall include the plural. The obligation of two or more parties shall be joint and several. The terms and provisions of this Guarantee shall be binding upon and inure to the benefit of the respective successors and assigns of the parties herein named. Should any one or more provisions of this Guarantee be determined to be illegal or unenforceable, all other provisions shall nevertheless be effective. The waiver or failure to enforce any provision of this Guarantee shall not operate as a waiver of any other breach of such provision or any other provisions hereof. This Guarantee shall be construed in accordance with Wyoming law.

9. **GUARANTOR AND LESSOR EACH WAIVE THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY OF ANY CONTRACT OR TORT CLAIM, COUNTERCLAIM, CROSS-COMPLAINT OR CAUSE OF ACTION IN ANY ACTION, PROCEEDING OR HEARING BROUGHT BY EITHER GUARANTOR OR LESSOR AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS GUARANTEE, THE RELATIONSHIP OF GUARANTOR AND LESSOR OR LESSEE'S USE OR OCCUPANCY OF THE PREMISES, INCLUDING ANY CLAIM OF INJURY OR DAMAGE OR THE ENFORCEMENT OF ANY REMEDY UNDER ANY CURRENT OR FUTURE LAW, STATUTE, REGULATION, CODE OR ORDINANCE.**

10. Upon the expiration of the first month of the term of the Lease (the "Expiration Date"), Lessor shall relieve the Guarantor of any further liability hereunder upon written request of Guarantor provided that (a) Lessee has opened for business to the public and paid the first monthly installment of Base Rent due under the Lease, (b) there has not occurred (i) a default under the Lease, or (ii) an event that with the giving of notice or the passage of time or both, would constitute a default under the Lease, in each case which, as of the Expiration Date, remains uncured, and (c) Lessor has not commenced to pursue any of its remedies as set forth in the Lease. Guarantor's liability hereunder shall be limited to Lessee's default under the Lease that first arose prior to the Expiration Date, and only if Lessor brings a claim with respect to such default in a court of competent jurisdiction on or before the 180th day after the Expiration Date (the "Claim Period"); *provided, however*, that if Lessee has secured lien waivers from all contractors, subcontractors and materialmen that performed work on the Leased Premises prior to the Expiration Date, then the Claim Period shall be reduced to thirty (30) days after the Expiration Date.

11. Notwithstanding anything contained in the Guarantee of Lease to the contrary, in the event Lessee commits a default under the terms of the Lease, and provided that Lessee vacates the Leased Premises within thirty (30) days after written notice from Lessor and surrenders the Leased Premises to Lessor in the condition required by the Lease, the liability of Guarantor under this Guaranty shall not exceed the sum of Two Hundred Forty Thousand and No/100 Dollars (\$240,000.00) plus up to Twenty Five Thousand and No/100 Dollars for amounts payable under Section 5 hereof. A "default" shall not have occurred for purposes of this Section 11 until: (a) in the case of a non-monetary default, a court of competent jurisdiction, in a judgment that has become final and that is no longer subject to appeal or review, determines that a default occurred under the terms of the Lease; and (b) in the case of a monetary default, Lessor has provided to Lessee written notice in accordance with the provisions of Paragraph 3 of the Lease and the cure period set forth in Paragraph 3 of the Lease has expired.

IN WITNESS WHEREOF, the undersigned has caused this Guarantee to be executed as of this _____ day of July, 2017.


Gavin Fine

Address: 3825 Kimball Lane
Wilson, Wyoming 83014


Colby Cox

Address: PO Box 4771
Jackson, WY
83001

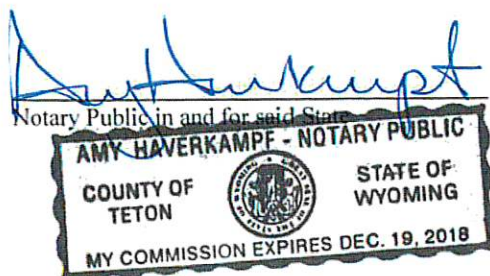
STATE OF Wyoming)
County of Teton) ss.

On 7/26/17, before me, Amy Haverkamp, a
Notary Public in and for said state, personally appeared Colby D. Cox,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons
whose names are subscribed to the within instrument and acknowledged to me that they executed
the same in their authorized capacities, and that by their signatures on the instrument, the
persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires:

12/19/2018



STATE OF Wyoming)
County of Teton) ss.

On 7/26/17, before me, Amy Haverkamp, a
Notary Public in and for said state, personally appeared Gavin Fine,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons
whose names are subscribed to the within instrument and acknowledged to me that they executed
the same in their authorized capacities, and that by their signatures on the instrument, the
persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.



12/19/2018

Amy Haverkamp
Notary Public in and for said State

STATE OF Wyoming)
County of Teton) ss.

On July 27, 2017, before me, Olga M. Faller, a
Notary Public in and for said state, personally appeared W. Lee Gardner,
personally known to me (or proved to me on the basis of satisfactory evidence) to be the persons
whose names are subscribed to the within instrument and acknowledged to me that they executed
the same in their authorized capacities, and that by their signatures on the instrument, the
persons, or the entity upon behalf of which the persons acted, executed the instrument.

WITNESS my hand and official seal.

My Commission Expires:

March 22, 2020

Olga M. Faller
Notary Public in and for said State



ACKNOWLEDGED BY LESSOR:

Town Square, LLC,
A Wyoming corporation

By: W. Lee Gardner
Name: W. Lee Gardner
Title: owner/member

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
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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

Most Recent Annual Report Information

Type	Original			AR Year	2022
License Tax	\$584.42	AR Exempt	N	AR ID	07142619
AR Date	3/30/2022 2:27 PM				
Web Filed	N				

Officers / Directors

Type	Name / Organization / Address
------	-------------------------------

Principal Address

1225 Gregory Lane
Jackson, WY 83001

Mailing Address

1225 Gregory Lane
Jackson, WY 83001

Annual Report History

Num	Status	Date	Year	Tax
03517912	Original	04/29/2018	2018	\$50.00
04469144	Original	04/26/2019	2019	\$50.00
05766119	Original	05/07/2020	2020	\$485.73
06213308	Original	05/04/2021	2021	\$76.96
07142619	Original	03/30/2022	2022	\$584.42

Amendment History

ID	Description	Date
2021-003475605	RA Address Change	11/08/2021
2021-003187083	Delinquency Notice - Tax	05/02/2021
2020-002815990	Delinquency Notice - Tax	05/02/2020
2018-002374616	RA Address Change	09/18/2018
2018-002316413	Address Update	05/29/2018

Principal Address 1 Changed From: 172 Center Street Suite 202 To: 1225 Gregory Lane

2018-002237751	Address Update	02/04/2018
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Principal Address 1 Changed From: 172 Center Street Suite 204 To: 172 Center Street Suite 202

See Filing ID	Initial Filing	05/31/2017
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NEW OR TRANSFER
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

License Fees: Annual Fee: \$ 1500 00
Prorated Fee: \$ 936 99
Transfer Fee: \$
Publishing Fee: \$ 100.00

Local License #: _____

Date filed with clerk: 6 / 16 / 22

Advertising Dates: (2 Weeks)

8/3/22 & 8/10/22

Hearing Date: 8 / 15 / 22

Publishing Fee Direct Billed to Applicant: ☐

License Term: 8 / 16 / 22 through 3 / 31 / 23
Month Day Year 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: 8 Nophor LLC
Trade/Business Name (dba): Pearl St. Market
Building to be licensed/Building Address: 40 W. Pearl Ave
Number & Street
Jackson WY 83001 Teton
City State Zip County
Local Mailing Address: P.O. Box 7409
P.O. Box or Number & Street
Jackson WY 83002
City State Zip
Local Business Telephone Number: (307) 733-1300 Fax Number: (
Business E-Mail Address: accounting@pearlstmarketjy.com / msouther@aspensmarketjy.com

FILING FOR ☒ NEW LICENSE ☐ TRANSFER OF LOCATION ☐ TRANSFER OWNERSHIP FORMERLY HELD BY: _____	FILING IN (CHOOSE ONLY ONE) ☒ CITY OF JACKSON ☐ COUNTY OF: _____ ☐ ASSIGNMENT LETTER ATTACHED	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 your operation: from January to December Days of Week (e.g. Mon through Sat): from Monday to Sunday Hours of Operation (e.g. 10a - 2a): from 8AM to 8PM		

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 4**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)

If Yes, please submit a copy of the lease and indicate:

- (i) When the lease expires, located on page 4 paragraph Section 1-02 of lease.
- (ii) The **Sales** provision for alcoholic or malt beverages is located, on page 8 paragraph Section 1-08 of lease.
(Lease **MUST** contain a provision for **SALE OF ALCOHOLIC or MALT BEVERAGES.**)

2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601(b)

☐ YES ☒ NO

3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403

- (a) Hold any interest in the license applied for? ☐ YES ☒ NO
- (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business? ☐ YES ☒ NO
- (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? ☐ YES ☒ NO
- (d) If you answered **YES** to any of the above, explain fully and submit any documents in connection there within:

4. Does the **applicant** have any interest or intent to acquire an interest in any other liquor license issued by **this** licensing authority? W.S. 12-4-103(b)

☒ YES ☐ NO

If "YES", explain: Pearl St. Market has a current Restaurant Liquor License

5. BAR AND GRILL LICENSE OR RESTAURANT LICENSE:

Have you submitted a valid food service permit or application? W.S. 12-4-413(a)

☐ YES ☐ NO

6. RESORT LICENSE:

Does the resort complex:

- (a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) ☐ YES ☐ NO
- (b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) ☐ YES ☐ NO
- (c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) ☐ YES ☐ NO
- (d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended not less than 10 million dollars (\$10,000,000.00)? W.S. 12-4-401(b)(iv) ☐ YES ☐ NO
- (e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)
1. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

7. MICROBREWERY LICENSE:

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii)

☐ YES ☐ NO

- (a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT
☐ BAR AND GRILL ☐ WINERY

- (b) Do you self distribute your products? W.S. 12-2-201(a)

☐ YES ☐ NO

(Requires wholesale malt beverage license with the Liquor Division)

8. WINERY LICENSE:

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii)

☐ YES ☐ NO

- (a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT
☐ BAR AND GRILL ☐ MICROBREWERY

9. LIMITED RETAIL (CLUB) LICENSE:

FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)

- (a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO
- (b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO

10. LIMITED RETAIL (CLUB) LICENSE:

VETERANS CLUBS W.S. 12-1-101(a)(iii)(A):

- (a) Does the Veteran's organization hold a charter by the Congress of the United States? ☐ YES ☐ NO
- (b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? ☐ YES ☐ NO

11. LIMITED RETAIL (CLUB) LICENSE:

GOLF CLUBS W.S. 12-1-101(a)(iii)(D)/W.S. 12-4-301(e):

- (a) Do you have more than fifty (50) bona fide members? ☐ YES ☐ NO
- (b) Do you own, maintain, or operate a bona fide golf course together with clubhouse? ☐ YES ☐ NO
- (c) Are you a political subdivision of the state that owns, maintains, or operates a golf course? ☐ YES ☐ NO
1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g) ☐ YES ☐ NO
2. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

12. LIMITED RETAIL (CLUB) LICENSE:

SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E)/W.S. 12-4-301(b):

- (a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located? ☐ YES ☐ NO
- (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? ☐ YES ☐ NO
- (c) Is the club qualified as a tax exempt organization under the Internal Revenue Service? ☐ YES ☐ NO
- (d) Has the club been in continuous operation for a period of not less than one (1) year? ☐ YES ☐ NO
- (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as Recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? ☐ YES ☐ NO
- (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? ☐ YES ☐ NO
- (g) Have you filed a true copy of your bylaws with this application? ☐ YES ☐ NO
- (h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition Attached) ☐ YES ☐ NO

13. 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 <i>DO NOT LIST PO BOXES</i>	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 ☐
				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.)

14. 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 <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	No. of Years in Corp or LLC	% of Corpora te Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Brandon P. Ryan							
Michael E. Reid							
John Ryan							
						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)

REQUIRED ATTACHMENTS:

- ☐ A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102(a)(vi).
- ☐ Attach any lease agreements (especially for resort / political subdivisions leasing out food & beverage services) W.S. 12-4-103 (a)(iii)/W.S. 12-4-403(b)/W.S. 12-4-301(e).
- ☐ If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601(b).

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 June, 2022 that the facts alleged in the foregoing instrument are true by the following:

- 1) [Signature]
(Signature)

Michael Reid
(Printed Name)

Manager
Title
- 2) _____
(Signature)

(Printed Name)

Title
- 3) _____
(Signature)

(Printed Name)

Title
- 4) _____
(Signature)

(Printed Name)

Title
- 5) _____
(Signature)

(Printed Name)

Title
- 6) _____
(Signature)

(Printed Name)

Title

Witness my hand and official seal: Tara Ann Swan
Signature of Notary Public



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 Gibbons Paul
First Name Full Middle Name Last Name

Date of Birth

MP
Applicant Signature

State of Wyoming)
County of Teton)ss

Subscribed and sworn to before me this 15th day of June, 2022.

(SEAL)



Tara Ann Ewan
Notary Public or officer authorized to administer oaths



June 13, 2022

RE: ShopCo, LLC dba Pearl Street Market

To whom it may concern:

Please be advised that ShopCo, LLC has maintained all their deposit operating accounts with Bank of Jackson Hole since March 2019.

All accounts are in good standing and have been handled satisfactorily since their opening. The accounts maintain an average balance in the [REDACTED]

If additional information is needed, please contact me at (307) 732-3012 or e-mail me at anichols@bojh.com.

Sincerely,

A handwritten signature in blue ink, appearing to read "Alex Nichols". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Alex Nichols
Vice President, Commercial Lending
NMLS #1761417
PO Box 7000
990 W. Broadway
Jackson, WY 83002
(307) 732-3012 (work)
(901) 493-8294 (cell)
anichols@bojh.com

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This Consent to Assignment of Lease Agreement and Addendum and Amendment of Lease Agreement (this "Amendment") is made and entered into to be effective as of the 1st day of June, 2015, by and between Old West Corporation, a Wyoming corporation ("Landlord"), and ShopCoo, LLC, a Wyoming Limited Liability company as the Successor Tenant ("Tenant").

WITNESSETH:

WHEREAS, Landlord is the Landlord in that certain Lease Agreement made and entered into to be effective as of the 1st day of March, 2013 by and between Landlord and Pearl Street Meat and Fish Company, a Wyoming corporation as "Tenant" for the Lease of the Real Property described therein and commonly referred to as 40 West Pearl Avenue Jackson, Wyoming; and

WHEREAS, Pearl Street Meat and Fish Company has by separate instrument transferred and assigned all of its interest in and to the said Lease Agreement to ShopCoo, LLC, a Wyoming Limited Liability Company; and

WHEREAS, ShopCoo, LLC has agreed to assume all of Old West Corporations obligations as Tenant pursuant to the Lease Agreement and the First Amendment and Addendum to Lease Agreement made and entered into to be effective as of the 1st day of April, 2013, by and between Old West Corporation as "Landlord" and Pearl Street Meat and Fish Company as "Tenant"; and

WHEREAS, ShopCoo, LLC has requested certain amendments to the Lease Agreement and First Amendment and Addendum to Lease Agreement; and

WHEREAS, Landlord has agreed to approve certain amendments to the Lease Agreement and First Amendment to Lease Agreement as herein after set forth; and

WHEREAS, The Assignment and Assumption of the Lease Agreement and First Amendment and Addendum to Lease Agreement requires the written consent of Landlord and Landlord in consideration of payments to be made and other obligations

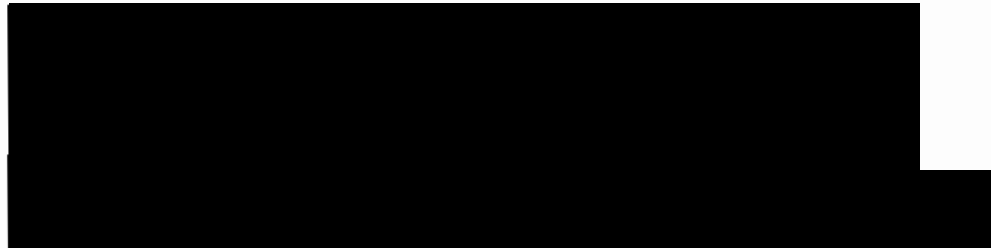
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to be assumed by ShopCoo, LLC, has agreed to consent to the Assignment of the Lease Agreement and First Amendment and Addendum of Lease Agreement and to further amend the Lease Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, undertakings, payments, and benefits to the parties the parties agree as follows:

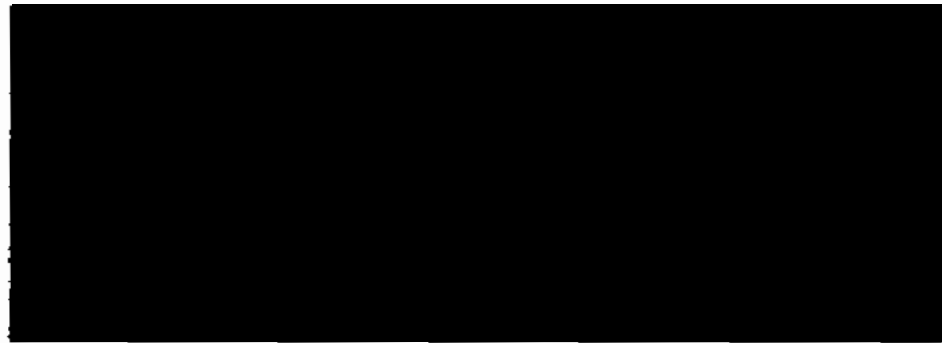
A) Landlord hereby consents to the assignment by Pearl Street Meat and Fish Company of all of its right title and interest in and to the Lease Agreement described above as modified by the First Amendment and Addendum to Lease Agreement described above.

B)



for the months of November and December 2014 and January, February, March, April, and May of 2015. Payment by ShopCoo, LLC of this Additional Rent payment shall relieve Pearl Street Meat and Fish Company from any further obligation with regard to the shortage of monthly Additional Rent installments due.

C)

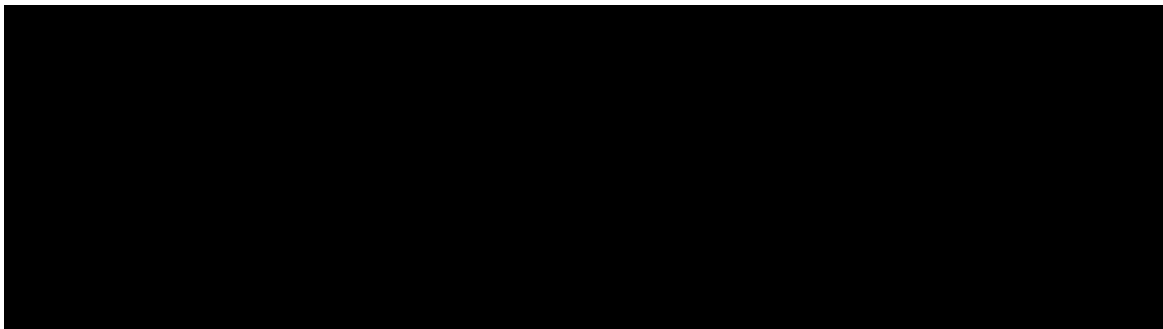


D) Upon payment of the foregoing prescribed sum Landlord shall cause the release of the Security Agreement and shall file the Termination Statement in the locations where the Financing Statement is filed and upon such payment there shall be no further obligation of Pearl Street

A handwritten signature or mark in the bottom right corner of the page.

Meat and Fish Company or ShopCoo, LCC as Tenant with regard to the foregoing prescribed equipment loan.

E)



- F) Upon payment of the above sums, the Terms and Conditions of the First Amendment and Addendum to Lease Agreement dated to be effective as of the 1st day of April, 2013 will be fully satisfied, with the exception of portions thereof which are incorporated in the Amendments to this Lease Agreement. Accordingly, the said First Amendment and Addendum to Lease Agreement, upon execution hereof and payment of the sums set forth above, shall be of no further force or effect.
- G) Pearl Street Meat and Fish Company as "Tenant", having fully assigned and transferred all of its interest in this Lease Agreement to ShopCoo, LLC and ShopCoo, LLC having assumed all of Tenant's obligations, is no longer a party to this Lease Agreement, and ShopCoo, LLC shall now hereinafter be referred to as "Tenant".

It is further agreed that the Lease Agreement shall be and is hereby amended as follows:

1. There is hereby added to Section 1.01 of the Lease a new Section 1.01.02 to read as follows:

Section 1.01.02 Common Access Areas

1.01.02 Common access area: Landlord and Tenant each acknowledge and agree that, in addition to the Leased Premises, Tenant shall have the right to utilize that portion of Landlord's adjacent property as designated on Exhibit A, attached hereto and by this reference made a part hereof, which is crosshatched and designated as "Garbage and Trash Removal and Pick-up Access Area". Neither Tenant nor Landlord shall have

the sole exclusive use of this area and they shall be jointly responsible for the removal of snow and maintenance and cleanliness of this area.

Landlord and Tenant further each hereby acknowledge and agree that the western most 23 feet of Lot 10 of Block 1 of the Leasehold premises is a Common Use Area providing access to both the Antler Motel parking spaces situated on Lot 9 of Block 1 of the First Wort addition to the Town of Jackson and the Parking Areas situated on Lots 10, 11, and 12 of Block 1 of the Leasehold premises. This area may be used for access, deliveries, and delivery vehicle parking for short durations only, and shall not at anytime be used for long term parking "more than 20 minutes" of any vehicles or the storage of any equipment or material of any kind. It is the intent of both Parties that this Access Driveway, which is depicted on Exhibit A attached hereto, be left open for access and egress to the maximum degree reasonably possible.

2. Section 1.02, **Term of the Lease** is hereby amended to read as follows:

Section 1.02 Term Of Lease

The Term of the Lease shall be for a term of six (6) years and eleven (11) months, commencing on the 1st day of June, 2015 and terminating at Midnight on the 30th day of April, 2022.

3. There is hereby added to Section 1.02 of the Lease, a new Section 1.02.02 to read as follows:

Section 1.02.02 Option to Renew

Provided that Tenant is not in default at the time hereinafter designated as the last day for exercise of this renewal option and shall not be in default on the date of Termination of the original term of this Lease, Tenant shall have the right and option to extend the term of the Lease for three (3) years from May 1st, 2022 through April 30th, 2025 at Midnight.

4. There is hereby added Section 1.02.03 **Exercise of Option**, to read as follows:

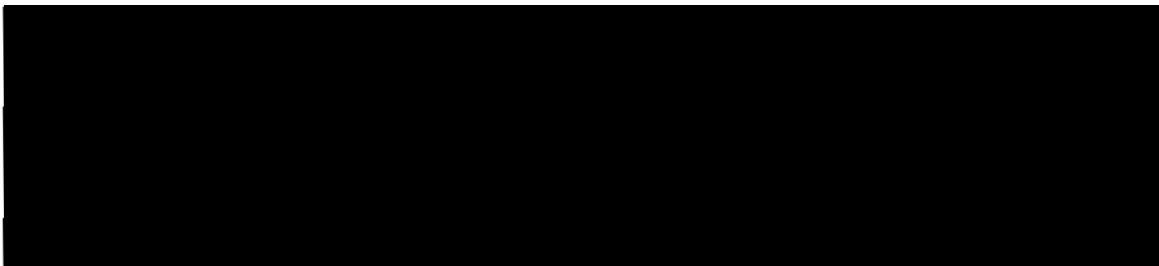
Section 1.02.03 Exercise of Option

In the event Tenant determines that it will exercise the Option to Renew subject to determination of the Rental for the Renewal Term, to be determined in the manner

hereinafter set forth, then Tenant shall, not sooner than November 1st, 2021 and not later than February 1st, 2022, notify Landlord in writing of its intent to exercise its Right of Renewal, conditioned upon acceptance of the rental for the Renewal Term determined as hereinafter set forth.

5. Section 1.03 Rent and Payment is hereby amended as follows:

Section 1.03 Rent and Payment



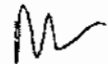
Tenant shall pay Landlord as additional rent those charges in respect to Landlord's insurance costs and real property taxes as set forth in Sections 1.05 and 1.07 hereof. Any such charges and sums shall be deemed to be rent and shall be payable in the manner provided and recoverable as rent, and Landlord shall have all rights specified in this Lease against Tenant for default in the payment thereof as in the case of arrears of rent.

(a) Rent Adjustments

Commencing with the first anniversary date of the Effective Date, and on each anniversary date thereafter, the Base Rent shall be adjusted upwards by the percentage increase in the Northwest Wyoming Cost of Living Index (WCLI), hereinafter referred to as the "Price Index."

The Price Index shall mean the average for "all items" shown on the WCLI as promulgated by the State of Wyoming Department of Administration and Information Economic Analysis Division, or a successor or substitute index appropriately adjusted.

The Base Rent shall be increased each year by an amount determined by multiplying the Base Rent for the current year times the percentage increase in the Price Index from April 1 through March 30 of the previous twelve (12) months and the amount determined shall be added to the Base Rent and shall become the new Base Rent commencing June 1st of that current year. Provided



however that in no event shall any adjustment of the Price Index result in an increase of less than 2% or more than 8% per annum.

If at any time the Price Index 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 index which most accurately carries out the intent hereof.

(b) Payment Terms

All payments described herein shall be tendered in lawful United States money, without any set-off or deduction whatsoever, made payable to The Old West Corporation, and delivered to Clarene and Creed Law, at PO Box 575, Jackson, Wyoming 83001, or at such other place as Landlord may designate from time to time.

(c) Additional Payments

Tenant shall also pay without notice, and without abatement, deduction or setoff, except as may otherwise be required by this Lease, as additional rent, all sums, taxes, assessments, costs, expenses and other payments which the Tenant assumes or agrees to pay, and in the event of any non-payment thereof, the Landlord shall have all rights and remedies provided herein, in addition to all other rights and remedies provided by law in the case of non-payment of rent.

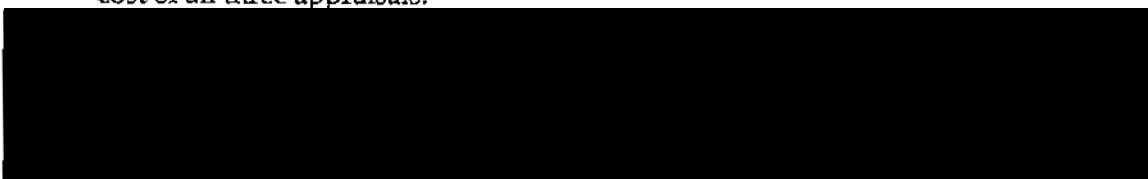
(d) Late Payment Charges

Tenant hereby acknowledges that late payments by Tenant to Landlord of rent or any 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 necessarily limited to, processing and accounting charges, legal fees and late charges which may be imposed on Landlord by the terms of any loan documents relating to loans of the Landlord, or other commitments to which the Landlord is a party. Accordingly, if any Monthly Rent Installment or any other sum due from Tenant shall not be received by Landlord or its designee within ten (10) days after such amount was due, Tenant shall pay Landlord a late charge equal to ten percent (10%) of such overdue amount compounded daily, without notice being required by Landlord. The parties hereto agree that such late charge represents a fair and reasonable estimation of the costs that Landlord will incur by reason of Tenant's late payment. Acceptance of such late charge together with the underlying overdue payment 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.

(e) Rent for the Three Year Renewal Term

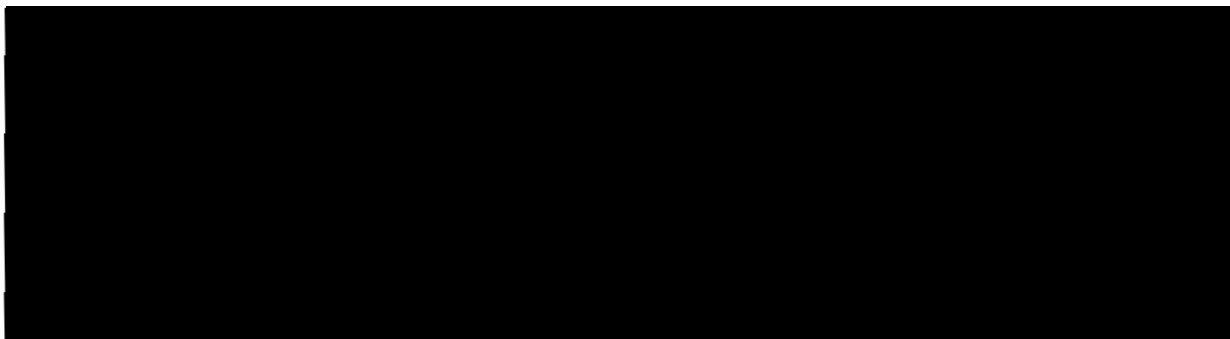
The Base Rent for the Renewal Term shall be determined by Landlord by obtaining a Rent Appraisal establishing the rental value of comparable space in the neighborhood of the Leasehold premises. The Rental Appraisal shall be conducted by a Wyoming licensed real estate appraiser. Landlord shall cause the appraisal to be completed no later than ninety (90) days prior to the original Termination date of the Lease and shall inform Tenant of the new Appraised Rental Value not less than said ninety (90) days prior to the original Termination date of this Lease. Tenant shall then have thirty (30) days to notify Landlord that it accepts the Rent Appraisal or rejects the Rent Appraisal. In the event Tenant rejects the Rent Appraisal as not representing the fair rental value of the leasehold premises then Tenant may, at Tenants expense, cause a Rental Appraisal to be completed by a Wyoming licensed real estate appraiser, doing regular real estate appraisals in Teton County, Wyoming. In the event Tenant's Rental Appraisal is within ten (10) percent of the Rental Appraisal conducted on Landlord's behalf, then the rent shall be the average of the two appraisals, and each Party shall pay for their own appraisal. In the event that the difference between the two appraisals is greater than ten (10) percent, then either Landlord or Tenant may require that the two appraisers selected, select a third Wyoming licensed real estate appraiser who shall conduct an appraisal of the fair rental value of the Leasehold premises. Upon receipt of the third appraisal, the two appraisals that are closest to each other in value shall be averaged together to determine the Rental Value of the Lease hold premises and the third appraisal shall be disregarded. The Parties shall in that event be equally responsible for the cost of all three appraisals.



7. There is hereby added to Section 1.03, a new Section 1.03.02 to read as follows:

Section 1.03.02 Additional Rent

In addition to the Monthly Rental Installments, during the initial Term and any renewal Term of the Lease Agreement Tenant shall pay Additional rent for building



8. Section 1.08 Opening Date; Use of the Lease Premises is hereby amended as follows:

Section 1.08 Use of the Lease Premises

The use of the Lease Premises shall be restricted to a food market, and deli specializing in high end prepared foods together with related restaurant components and services agreeable to Landlord, the sale and consumption of alcoholic beverages in accordance with applicable licensing operating laws rules and regulations and outdoor events that do not unreasonably interfere with activities on adjacent properties of the Landlord, and as are approved in advance in writing by the Landlord, which approval will not be unreasonably withheld.

Throughout the Term, Tenant agrees to provide reasonable breakfast service to its customers that is reasonably agreeable to Landlord.

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. 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, or which may create a nuisance. 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 the Tenant's business during the Term of this Lease.

9. Section 1.14 is hereby amended to read as follows:

Section 1.14 Alterations Made By Landlord; Alterations Made by Tenant

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 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 exercise of its rights under this paragraph, Landlord shall not unreasonably interfere with the conduct of Tenant's business.

Tenant shall not make any alterations to the Leased Premises without the Landlord's prior written consent. Prior to any work, Tenant shall inform Landlord of the work to be completed and provide to Landlord two copies of the plans related thereto for Landlord's advanced approval in writing. The plans shall be accompanied by two copies of a cost estimate prepared by the contractor or the architect setting forth the total estimated cost of the improvement project. Both copies of the approved plans and the cost estimate shall be signed by Landlord and Tenant so that each party may retain a signed copy of each. Prior to commencement of construction and prior to the Landlord's written approval of the plans and consent to commencement of construction Tenant shall provide Landlord proof satisfactory to Landlord of the establishment of a funded construction account at a bank with a local office sufficient to pay the entire estimated cost of construction for the purpose of preventing mechanic's liens.

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.

10. Section 1.17 Trade Fixtures is amended to read as follows:

All heating, lighting, electrical, and plumbing fixtures installed by either Tenant or Landlord in the Leased Premises shall become or remain the property of Landlord and shall not be removable at anytime by Tenant on or before the termination of this Lease, by lapse of time, or otherwise. Tenant may remove its furniture, fixtures, and equipment, at anytime, provided that if it is affixed or attached in any manner to the floor, ceiling, or walls of the Leased Premises, Tenant shall be responsible for repairing any and all damages caused to the Leased Premises that is the result of such removal. In addition to the foregoing, Tenant shall have the right to remove the two walk-in refrigeration units and compressors provided, again, that Tenant shall repair all

damage to the Leased Premises and shall leave the area from which such walk-in coolers are removed, in a finished rentable condition of repair.

11. Section 1.31 is hereby amended to read as follows:

Section 1.31 Notices

Any notices required or permitted to be given in writing 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: ShopCoo, LLC
PO Box 14270
Jackson, Wyoming 83002

Landlord: The Old West Corporation
PO Box 575
Jackson, Wyoming 83001

12. All of the rest and remainder of the Terms and Conditions of the Lease Agreement that are not deleted or amended by this Consent and Amendment of Lease shall remain unchanged and in full force and effect

IN WITNESS WHEREOF, Landlord and Tenant have executed this Consent to Assignment and Assumption of Lease Agreement and Addendum Amendment of Lease Agreement to be effective as of the Effective Date set forth above.

LANDLORD:

TENANT:

THE OLD WEST CORPORATION

SHOPCOO, LLC

By: [Signature]
Name: Clarene Law
Title: pres.

By: [Signature]
Name: Michael Reid
Title: Managing Member

PERSONAL GUARANTY

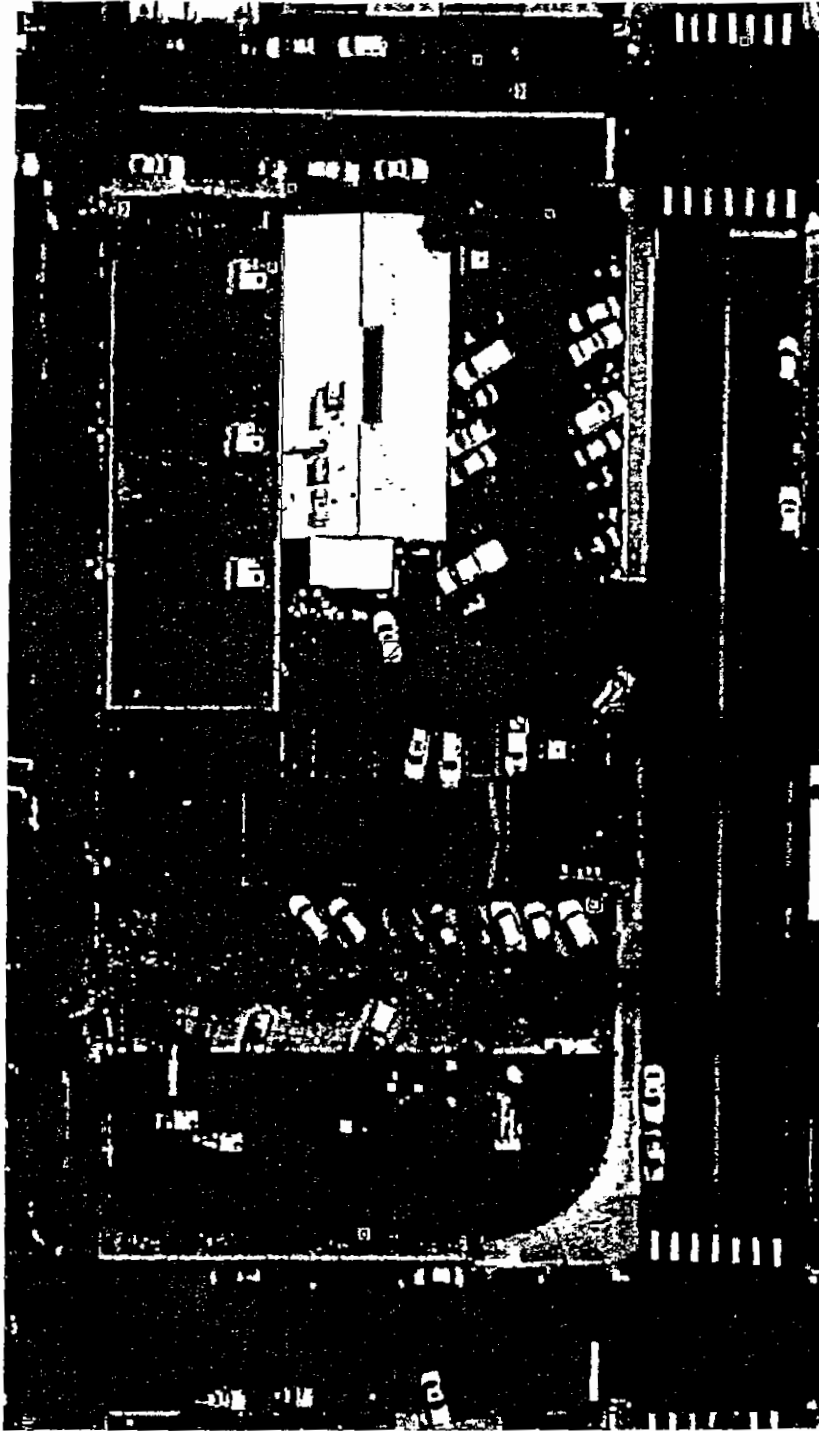
The undersigned, Brandon Ryan, Mike Reid, and John Ryan, jointly and severally agree that they shall be personally liable and responsible for, and they personally guarantee the performance of, all of the obligations of the Tenant pursuant to the Lease Agreement between The Old West Corporation, a Wyoming corporation ("Landlord") and Pearl Street Meat & Fish Company, a Wyoming corporation ("Tenant"), which Lease Agreement has been assigned to ShopCoo, LLC, a Wyoming Limited Liability Company and the Assignment and Assumption of the Lease has been consented to by Old West Corporation, which assigned Lease Agreement is effective as of June 1, 2015.

[Signature]
Brandon Ryan

[Signature]
Mike Reid

[Signature]
John Ryan

EXHIBIT A



1 SITE PLAN
1" = 30'-0"

1 Square One Construction Services LLC

3310 North Lake County Drive
P.O. Box 200
P.O. Box 200
P.O. Box 200

LA 801-470-1234
LA 801-470-1234
LA 801-470-1234

ShopCoo

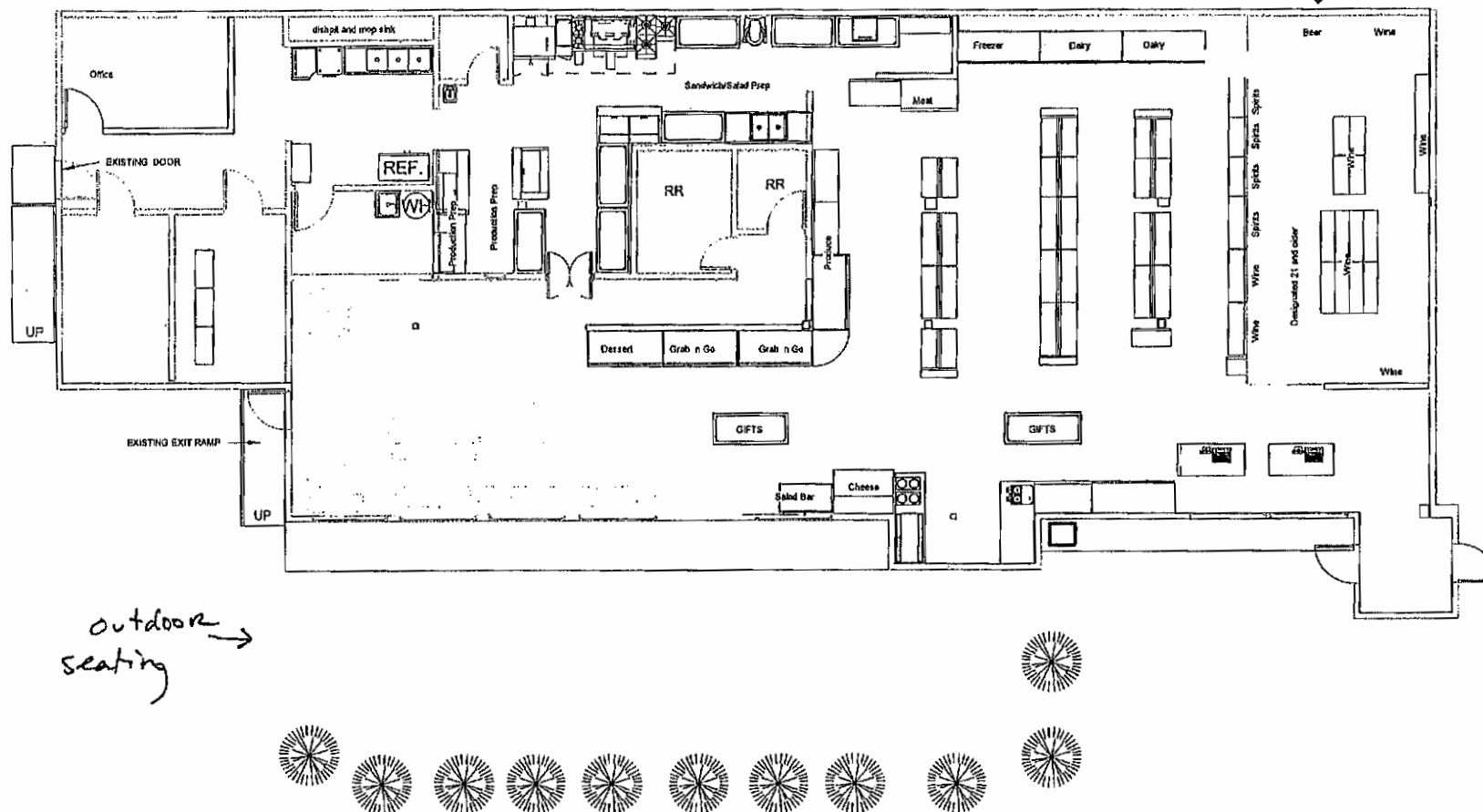
Pearl St. Market (Law Property)

No.	Description	Date

Site Plan-Pearl Street Market

Project Number	229	SP-1.1
Date	05-15-2015	Scale 1" = 30'-0"
Drawn by	Author	
Approved by	Checker	

↓



outdoor →
seating



3510 North Lake Creek Drive
Wilson, WY 83014
P: 307.739.8339

WWW.4UWORLD.COM

Po Box 14270
Jackson, WY
83002

40 West Pearl Ave. Jackson, WY 83001

[illegible]

Project number	229
Date	05/25/2021
Drawn by	BPR
Approved by	N/A

Scale 1/8" = 1'-0"

**TOWN OF JACKSON
BUSINESS INFORMATION/PLAN OF OPERATION**

Type of Liquor License:



Retail



Bar & Grill

Name of Applicant: ShopCoo, LLC, a Wyoming limited liability company, d/b/a Pearl Street Market

When did your business open?

ShopCoo, LLC purchased Pearl Street Meat & Fish in 2015 and re-branded the store as Pearl Street Market ("PSM").

Are you open year-round?

Yes.

Provide your annual sales tax payments for the last three years.

2021 =

2020 =

2019 =

What is the percentage of your employees who live locally?

One Hundred Percent (100%).

Provide the number of parking spaces your business has?

PSM has Twenty (20) total parking spaces. Six (6) spaces are used for outdoor seating. Thirteen (13) spaces are available for all vehicles and One (1) space is reserved for handicap parking.

Are you located near a bus stop or pathway system?

Yes, the Pearl & Glenwood START bus stop. PSM also provides parking lot space for the START Bike Share program.

Have you been involved with community events or public service?

We are sponsors (and founders) of Jackson Hole Food & Wine, a local non-profit whose efforts go to support Hole Food Rescue. Hole Food Rescue is the primary recipient of food waste from PSM. Additionally, PSM supports the Dancers Workshop, Off Square Theatre Company, JH Ski Club and JH Lacrosse. Throughout the year we support several non-profits/sports teams/school clubs in the form of cash, gift card donations, products, etc.

Describe your company structure and leadership team.

PSM is owned by Brandon Ryan, Michael Reid, and John Ryan. PSM is a sister store to Aspens Market in Wilson, which has a neighboring wine shop, but our company does not own or operate that wine shop. Michael Reid (CEO), Matt Souther (COO), and Marylou Berra (CFO) are the operational leadership team for both businesses. Pearl Street has a year around staff of 18 people.

Describe the nature of your business.

We are a locally owned and operated grocery store and deli/café. We offer prepared food, grab & go butcher items, fresh produce, and specialized assortments of groceries and home goods. Our goal is to offer a COMPLETE shopping experience. Many of our customers are on vacation. They come to Pearl Street Market because it's conveniently located to their hotel/motel/condo rental. They'll buy milk, cereal, a loaf of bread, deli meat, cheese, hamburger meat, buns, etc. They'll then ask where our beer and wine are located? We send them elsewhere. They get back into their cars or carry their groceries to the next stop for their needs. Locals who live or work in town will stop for some quick dinner essentials before going home. If, like many adults, they want to enjoy a delicious cocktail, a glass of wine or beer as they cook dinner for themselves or their family, they will make a second stop on their way home to make that purchase. One-stop shopping makes life easier.

Describe the products to be provided (including alcohol).

We would like to sell a complete selection of wine, beer, and spirits to complete our customers shopping experience. If customers are choosing to enjoy their lunch at the store, they will have the opportunity to have a beer or canned wine/cocktail.

Describe your target market.

As the only grocery/market located just off the Town Square, PSM caters to both locals and tourists. PSM strives to carry a diverse selection of goods to appeal to all demographics and needs. Our target market is anyone looking for basic staples, a comprehensive grocery shop, or a quick bite to eat. If we had the proper license our customers would also be able to purchase a bottle of wine or a six pack of beer to complete their shopping experience.

What is the official building capacity?

Forty Nine (49) people.

Describe frequent events or gatherings held on your property or will be held.

PSM's store hours are 8 am - 8pm. PSM's deli/café is open from 10 am - 2:30 pm. If awarded a Retail Liquor License, we may host "tastings" for select vendors of beer, wine, or spirits as is common practice for wine shop/liquor stores.

You will be selling a high-addiction product; how will you be involved in the community to address that?

We will post signage encouraging purchasers to drink responsibly.

We will maintain a policy that requires employees responsible for selling said products to complete the local TIPS training. Additionally, we will work to continually stay abreast of topics related thereto by attending alcohol related forums that the Town/County/Local Law Enforcement agencies may sponsor from time to time.

When offered, we will take part in educational seminars/programs directed towards adolescents.

Describe the process for customers to order alcohol and how it is delivered.

Per the attached drawing, we designated a space for selling packaged alcohol. For customers dining in during lunch hours, alcohol will be sold in the same fashion PSM conducts sales under its Restaurant Liquor License. Employees will open purchased containers and hand the product to the customer for on-premise consumption from 10 am - 2:30 pm during PSM's café operating hours.

Do you plan to serve alcohol outside on a deck or patio?

We will allow patrons to consume alcohol at PSM's outdoor seating area in the summer.

If so, include a sketch or site plan showing the outside area. If so, describe the physical characteristics of the outside area.

See attached floor plan.

What is your plan to keep customers from leaving with open alcohol containers?

PSM's indoor seating area is small and our limited café hours make customer oversight manageable. More specifically, we will post signage indicating no open containers allowed outside of the designated seating areas and will instruct staff to verbally communicate this to customers purchasing alcohol.

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	Filing Date	05/01/2015 7:32 AM
Term of Duration	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
[REDACTED]
Wilson, WY 83014

Parties

Type	Name / Organization / Address
Organizer	LegalZoom.com, Inc.

Notes

Date	Recorded By	Note
------	-------------	------

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

Most Recent Annual Report Information

Type	Original	AR Year	2022
License Tax	\$260.43	AR Exempt	N
AR Date	4/20/2022 9:50 AM		
Web Filed	N		
AR ID	07182141		

Officers / Directors

Type	Name / Organization / Address
------	-------------------------------

Principal Address

P.O. Box 7409
Jackson, WY 83002

Mailing Address

P.O. Box 7409
Jackson, WY 83002

Annual Report History

Num	Status	Date	Year	Tax
02508954	Original	05/27/2016	2016	\$181.83

Principal Address 1 Changed From: [REDACTED]

Principal City Changed From: Wilson To: Jackson

Principal Postal Code Changed From: 83014 To: 83002

02771087	Original	04/05/2017	2017	\$220.23
03488747	Original	04/25/2018	2018	\$210.58
04417051	Original	04/29/2019	2019	\$241.46
05716368	Original	04/27/2020	2020	\$173.17
06190911	Original	04/20/2021	2021	\$250.55
07182141	Original	04/20/2022	2022	\$260.43

Amendment History

ID	Description	Date
2016-001885972	Delinquency Notice - Tax	05/02/2016
See Filing ID	Initial Filing	05/01/2015

NEW OR TRANSFER
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

License Fees: Annual Fee: \$ 1514 00
Prorated Fee: \$ 945 73
Transfer Fee: \$
Publishing Fee: \$ 100.00

Local License #: _____
Date filed with clerk: 6 / 21 / 22
Advertising Dates: (2 Weeks)
8/3/22 & 8/10/22
Hearing Date: 8 / 15 / 22

Publishing Fee Direct Billed to Applicant: ☐

License Term: 8 / 23 / 22 through 3 / 31 / 23
Month Day Year 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: 81 South King Street
Number & Street
Jackson WY 83001 Teton
City State Zip County

Local Mailing Address: PO Box 4271
P.O. Box or Number & Street
Jackson WY 83001
City State Zip

Local Business Telephone Number: (307) 201-5026 Fax Number: () N/A

Business E-Mail Address:

FILING FOR ☒ NEW LICENSE ☐ TRANSFER OF LOCATION ☐ TRANSFER OWNERSHIP FORMERLY HELD BY: _____	FILING IN (CHOOSE ONLY ONE) ☒ CITY OF JACKSON ☐ COUNTY OF: ☐ ASSIGNMENT LETTER ATTACHED	FILING AS (CHOOSE ONLY ONE) ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ LP/LLP ☐ LLC ☐ CORPORATION ☐ LTD PARTNERSHIP ☐ ORGANIZATION ☐ OTHER _____
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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
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SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY ☐ GOLF CLUB ☐ RESORT
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM ☐ GUEST RANCH

To Assist the Liquor Division with scheduling inspections:

OPERATIONAL STATUS

☒ FULL TIME (e.g. Jan through Dec)	Specify months of your operation:	from DEC to JAN
☐ SEASONAL / PART-TIME	Days of Week (e.g. Mon through Sat):	from WED to SUN
☐ NON-OPERATIONAL / PARKED	Hours of Operation (e.g. 10a - 2a):	from 5pm to 11pm

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 4

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)
- If Yes, please submit a copy of the lease and indicate: *Lease on file for restaurant license
- (i) When the lease expires, located on page 1 paragraph 1.4 of lease.
- (ii) The **Sales** provision for alcoholic or malt beverages is located, on page 2 paragraph 1.10 of lease.
- (Lease **MUST** contain a provision for **SALE OF ALCOHOLIC or MALT BEVERAGES.**)
2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601(b) ☐ YES ☒ NO
3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403
- (a) Hold any interest in the license applied for? ☒ YES ☐ NO
- (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business? ☒ YES ☐ NO
- (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? ☐ YES ☒ NO
- (d) If you answered **YES** to any of the above, explain fully and submit any documents in connection there within:
- C-Note LLC is a partner in Coe LLC. They also own Snake River Brewery. The supply capital as needed in relation to their percentage of owners
4. Does the **applicant** have any interest or intent to acquire an interest in any other liquor license issued by **this** licensing authority? W.S. 12-4-103(b) ☐ YES ☒ NO
- If "YES", explain: _____

5. **BAR AND GRILL LICENSE OR RESTAURANT LICENSE:**

Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☒ YES ☐ NO

6. **RESORT LICENSE:**

Does the resort complex:

- (a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) ☐ YES ☐ NO
- (b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) ☐ YES ☐ NO
- (c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) ☐ YES ☐ NO
- (d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended not less than 10 million dollars (\$10,000,000.00)? W.S. 12-4-401(b)(iv) ☐ YES ☐ NO
- (e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)
1. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

7. **MICROBREWERY LICENSE:**

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) ☐ YES ☐ NO

(a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ WINERY

(b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO

(Requires wholesale malt beverage license with the Liquor Division)

8. **WINERY LICENSE:**

Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) ☐ YES ☐ NO

(a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ MICROBREWERY

9. LIMITED RETAIL (CLUB) LICENSE:

FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)

- (a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO
- (b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO

10. LIMITED RETAIL (CLUB) LICENSE:

VETERANS CLUBS W.S. 12-1-101(a)(iii)(A):

- (a) Does the Veteran's organization hold a charter by the Congress of the United States? ☐ YES ☐ NO
- (b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? ☐ YES ☐ NO

11. LIMITED RETAIL (CLUB) LICENSE:

GOLF CLUBS W.S. 12-1-101(a)(iii)(D)/W.S. 12-4-301(e):

- (a) Do you have more than fifty (50) bona fide members? ☐ YES ☐ NO
- (b) Do you own, maintain, or operate a bona fide golf course together with clubhouse? ☐ YES ☐ NO
- (c) Are you a political subdivision of the state that owns, maintains, or operates a golf course? ☐ YES ☐ NO
1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g) ☐ YES ☐ NO
2. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

12. LIMITED RETAIL (CLUB) LICENSE:

SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E)/W.S. 12-4-301(b):

- (a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located? ☐ YES ☐ NO
- (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? ☐ YES ☐ NO
- (c) Is the club qualified as a tax exempt organization under the Internal Revenue Service? ☐ YES ☐ NO
- (d) Has the club been in continuous operation for a period of not less than one (1) year? ☐ YES ☐ NO
- (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as Recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? ☐ YES ☐ NO
- (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? ☐ YES ☐ NO
- (g) Have you filed a true copy of your bylaws with this application? ☐ YES ☐ NO
- (h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition Attached) ☐ YES ☐ NO

13. 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 <i>DO NOT LIST PO BOXES</i>	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 ☐
				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.)

14. 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 Corpora te 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 Member, Kevin Cohane and Allison Cohane							
C Note Management LLC Members, Ted and Noa Staryl							
						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)

REQUIRED ATTACHMENTS:

- ☐ A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102(a)(vi).
- ☐ Attach any lease agreements (especially for resort / political subdivisions leasing out food & beverage services) W.S. 12-4-103 (a)(iii)/W.S. 12-4-403(b)/W.S. 12-4-301(e).
- ☐ If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601(b).

OATH OR VERIFICATION

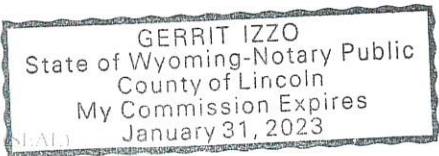
Requires signatures by ALL Individuals, ALL Partners, ONE (1) LLC Member, or TWO (2) Corporate Officers or Directors except that if all the stock of the corporation is owned by ONE (1) individual then that individual may sign and verify the application upon his oath, or TWO (2) Club Officers. W.S. 12-4-102(b)

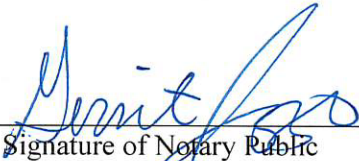
Under penalty of perjury, and the possible revocation or cancellation of the license,
I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
) ss.
COUNTY OF Teton)

Signed and sworn to before me on this 27th day of June, 2022 that the facts alleged in the foregoing instrument are true by the following:

1)	 (Signature)	Kevin Cohane (Printed Name)	owner (Title)
2)	 (Signature)	 (Printed Name)	 (Title)
3)	 (Signature)	 (Printed Name)	 (Title)
4)	 (Signature)	 (Printed Name)	 (Title)
5)	 (Signature)	 (Printed Name)	 (Title)
6)	 (Signature)	 (Printed Name)	 (Title)



Witness my hand and official seal: 
Signature of Notary Public

My commission expires: _____



Business Information / Plan of Operation

Type of Liquor License:

Retail ☐ Bar & Grill ☒

Name of Applicant: Coe LLC

Tell us about your business.

For established businesses:

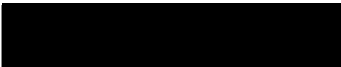
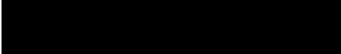
When did your business open?

August 2020

Are you open year-round? ☒ Yes

If not, provide when and how long you are closed (off-season).

Provide your annual sales tax payments for the last three years.

2021 = 
2020 = 
2019 = No sales, had not yet opened

What is the percentage of your employees who live locally? (includes surrounding communities)

100%

Provide the number of parking spaces your business has (excluding street parking).

All of our parking is on the street. But we are located at the corner of King and Pearl, around which there is ample parking space

Are you located near a bus stop or pathway system?

We are located within easy walking distance of a number of START bus stops and we are one street away from the Willow/Snow King bike path

Have you been involved with community events or public service? Describe.

We have hosted classrooms of students in the restaurant to show them how the business works
We have participated in Food and Wine festivals

For new businesses:

What is the projected opening date for your business?

Will you be open year-round? If not, provide when and how long you will be closed (off-season).
What are your total sales projections for the next 3 years? 1 st year of operation = 2 nd year of operation = 3 rd year of operation =
Will you hire locally (includes surrounding communities)?
Provide the number of parking spaces your business will have (excluding street parking).
Will you be located near a bus stop or pathway system?
What are your plans for community involvement or public service?

All Applicants.
Describe your company structure and leadership team. The majority of our company is owned by Kevin and Allison Cohane, and Ted and Noa Staryk. Both couples manage numerous food service operations in the valley, including Persephone Bakery, Picnic, and Snake River Brew Pub. The restaurant is run by General Manager Brian Zelio and minority chef partner Ben Westenburg. Brian has extensive FOH experience most recently running operations at Maestro's Steakhouse in Beverly Hills where he oversaw the entire 35m restaurant operation. Ben has run a number of restaurants and corporate catering operation in Jackson and San Francisco. He was the chef at Koshu, where Bin 22 now is, when it opened.

Describe the nature of your business. Fine Dining, Dinner ONLY, focusing on local ingredients and careful preparation. This includes preserving seasonal produce to continue use of local product throughout the winter. A practice used in Alpine regions around the world, which is where the inspiration comes from for the constantly changing menu.
Describe products to be provided (including alcohol). Regional vegetables and protein. We partner with many farms and ranches in Teton county and throughout Wyoming Wine. A carefully curated selection of wine available nowhere else in the state. We do a lot of work to procure special orders by working closely with producers and the state Beer. Six on tap all the time mostly featuring local breweries and select lagers from other Alpine regions globally Cocktails. Classic and craft cocktails featuring special creations from our bartenders and General Manager
Describe your target market. We cater to anyone that desires a unique dining experience. Our menu and beverage offerings are unlike any other restaurant in the valley by design. And we offer this in one of Jackson's historic structures. Increasing our capacity to sell alcohol would certainly help keep the business in this landmark survive. We opened in the middle of the pandemic...we were not eligible for any government assistance, yet we were forced to close many times. Financially it has been difficult, an upgraded liquor license would help the business survive We encourage locals to return by constantly changing the menu to keep it interesting, but we also have the capacity to service the influx of tourists during the busy seasons
What is the official building capacity? 80
Describe frequent events or gatherings held on your property or that will be held. We rarely rent the space. For the past three years we have had small parties of 10 to 20 people on the upstairs patio for special events This will continue to be rare, we prefer to use the space for regular dining service
You will be selling a high-addiction product; how will you be involved in the community to address that? All of our servers undergo TIPS training to ensure they are serving the product responsibly. Managers are always on site during service to ensure procedures are adhered to
Describe the process for customers to order alcohol and how it is delivered.

Drinks orders are placed with servers and prepared by bartenders in the designated pouring room, then they are delivered guests at their seats by servers

Do you plan to serve alcohol outside on a deck or patio?

If so, include a sketch or site plan showing the outside area.

If so, describe the physical characteristics of the outside area.

We do serve tables outside, in the same way we serve those inside, as described below. The outdoor dining area is a patio around the east side of the building. It is enclosed by large planters and outdoor heaters, which clearly separate the area from the sidewalk

What is your plan to keep customers from leaving with open alcohol containers?

Customers can not order drinks from the bar and seat themselves. We only do table service. Drink orders are placed with servers and a ticket is rung in the point of sale. They have to settle their bill when they are done and there is no to go drink service what so ever

Prepared by: Kevin Cohane

Date: 6/20/2022

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.

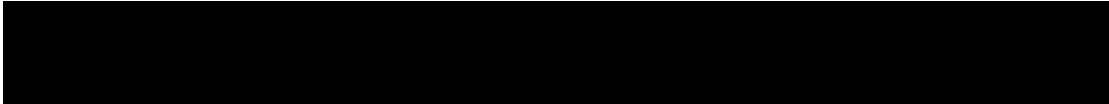
Corporation, LLC, LLP, and LP Applicants must list every stockholder of 10+%, every officer, and every director under Question #3 of the application.

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: Kevin First Name Patrick Full Middle Name Cohane Last Name

Date of Birth: 

[Signature]
Applicant Signature

State of Wyoming)
County of Teton)ss

Subscribed and sworn to before me this 21st day of June, 2022

(SEAL)

GERRIT IZZO
State of Wyoming-Notary Public
County of Lincoln
My Commission Expires
January 31, 2023

[Signature]
Notary Public or officer authorized to administer oaths

RESTAURANT LEASE

by and between

**Old Growth, LLC,
a Wyoming limited liability company**

Landlord

and

**Persephone Bakery, LLC,
a Wyoming limited liability company**

Tenant

Dated Effective: October 17, 2018

RESTAURANT LEASE

THIS RESTAURANT LEASE (this "Lease") is made effective the 17th day of October, 2018 (the "Effective Date"), by and between Old Growth, LLC, a Wyoming limited liability company ("Landlord"), and Persephone Bakery, LLC, a Wyoming limited liability company ("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 summary provisions shall be interpreted and applied in accordance with, and shall be subject and subordinate to, the more detailed terms and provisions set forth elsewhere in this Lease:

1.1. The Premises: Landlord is the owner of that certain real property and improvements located at 81 S. King Street, Jackson, Wyoming which is legally described as Lot 9 of Block 1 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 (collectively, this property is referred to herein as, the "Old Growth Property"). The Old Growth Property consists of three (3) adjacent buildings, totaling approximately 4,473 square feet of interior first floor rental space. The Premises are that portion of the Old Growth Property consisting of approximately 4,013 square feet (including improvements to be provided by Landlord as described herein), and including the building and immediately adjacent yard and sidewalk area on the south end of the Old Growth Property at the corner of Pearl Street and King Street, all as more particularly described on **Exhibit A** attached hereto and incorporated herein. The square footage for the improvements comprising the Premises shall generally consist of the following:

Indoor: 2,728
Outdoor deck: 990
Basement: 295
Total: 4,013

The square footage of the improvements described above for the Premises is approximate and there shall be no adjustment in the Base Rent based on actual square footage unless there is a variance in the actual square footage greater than 5% of the total square footage listed above.

1.2. Names of Guarantors: Alison and Kevin Cohane

1.3. Security Deposit: [REDACTED]

1.4. Initial Term: Ten (10) years, beginning on the Commencement Date and ending on the Expiration Date.

1.5. Commencement Date for Initial Term: ninety (90) days after both of the following have occurred: (a) Tenant's Plans have been approved by Landlord and Tenant has received all necessary permits for the construction of the tenant improvements, and (b) Landlord has delivered the property by the Delivery Date, all as set forth in Section 15.2 below. The Commencement Date shall be confirmed in writing from Landlord to Tenant. If Landlord's Delivery Date (as defined below in Section 15.2) has not occurred by June 1, 2020, Tenant shall have the right to terminate this Lease by providing written notice of its termination by June 10, 2020, and upon such termination neither party shall have any further right or obligation hereunder except as follows: in the event of a termination by Tenant based on Landlord's failure to meet the Landlord's Delivery Date as provided herein, Landlord agrees to reimburse Tenant an amount equal to fifty percent (50%) of its architect and design fees incurred prior to such termination date. Such Tenant costs shall be reasonably supported by invoices provided to Landlord.

1.6. Expiration Date of Initial Term: 10 years from Commencement Date.

1.7. Renewal Terms: 2 consecutive renewal options of Five (5) years each, exercisable no sooner than six (6) months prior to the end of the then existing term and in no event less than three (3) months prior to the end of the then existing term.

1.8. Base Rent:

<u>Period</u>	<u>\$/Indoor Square Footage</u>	<u>Annual Base Rent</u>	<u>Monthly Payment</u>
First Year of Initial Term			
CPI Adjustment		Annual Base Rent as described above shall increase annually by CPI as described at Section 5.2	Monthly Payments as described above shall increase by CPI as described at Section 5.2
Renewal Terms		Annual Base Rent, after base rent for initial renewal term has been established as described at Section 2.2, shall increase annually by CPI as described at Section 5.2	Monthly Payments, after base rent for initial renewal term has been established as described at Section 2.2, shall increase by CPI as described at Section 5.2

1.9. Tenant's Proportionate Share of Operating Costs: Tenant's Proportionate Share of Operating Costs shall be based on the indoor square footage leased to Tenant (2,728 sq. ft.) as a percentage of the total leasable square footage in the Old Growth Property (4,473 sq. ft.). Tenant's Proportionate Share of Operating Costs shall equal sixty one percent (61%) of total Operating Costs. Notwithstanding the foregoing, Tenant's Proportionate Share of water, sewer and waste/trash removal shall be allocated amongst tenants of the Old Growth Property as set forth in Section 6 below. Landlord reserves the right to modify the methodology in which Tenant's Proportionate Share of Operating Costs is allocated amongst tenants of the Old Growth Property if Landlord determines, based on actual operating history, that another methodology is a more equitable manner to allocate costs amongst tenants of the Old Growth Property, but in no event shall Tenant's percentage share of the Total Operating Costs exceed 65%.

1.10. Description of Tenant's Business Conducted on Premises: operating as a restaurant/bakery which also sells and serves alcoholic beverages.

1.11. Tenant's Initial Notice Address:

Persephone Bakery, LLC
Mailing Address
P.O. Box 4271
Jackson, WY 83001
Physical Address
81 S. King Street
Jackson, WY 83001

1.12. Landlord's Initial Notice and Payment Address:

Old Growth, LLC
Mailing Address
P.O. Box 12801
Jackson, WY 83002
Physical Address
[REDACTED]
Wilson, WY 83014

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 Initial Term, unless sooner terminated or renewed for the Renewal Term as provided herein.

2.2. Renewals: Tenant shall have the option to renew this Lease for two (2) additional terms of five (5) years each (each such term is referred to herein as, a "Renewal Term", and together with the Initial Term, the "Term"), as follows:

- (a) Tenant must not be in Default (as defined in Section 21.1) at commencement of a Renewal Term;
- (b) A Renewal Term shall commence on the day following the date the Initial Term or first Renewal Term terminates;
- (c) Tenant shall notify Landlord in writing no sooner than one hundred eighty (180) days prior to expiration of the Initial Term or the first Renewal Term, and no later than ninety (90) days prior to the expiration of the Initial Term or the first Renewal Term, of its intention to renew this Lease. If Tenant fails to notify Landlord in writing of its election to renew as stated above, Tenant will be deemed to have not renewed this Lease and this Lease shall terminate as of the end of the then current Term;
- (d) If Tenant delivers a notice to Landlord to renew the Term, the parties shall attempt to agree on any adjustment to the Base Rent, but in no event shall the Base Rent during a Renewal Term be less than the Base Rent in effect during the immediately twelve month period. If the parties are unable to agree on Base Rent for the Renewal Term within thirty (30) days of Tenant's notice to renew, the parties shall appoint a mutually agreeable appraiser to appraise the Base Rent for the Premises and such appraisal shall be the rent for the renewal term, subject to such Base Rent not being less than the Base Rent for the immediately preceding twelve month period. However, either party may terminate the lease within ten (10) days of receipt of the results of the appraisal if they do not agree with the appraisal and such termination shall be effective ninety (90) days after delivery of such notification of termination with the Base Rent then in effect being applicable for the remainder of the Term until the effective date of such termination.
- (e) The Base Rent during any Renewal Term (as adjusted based on subsection (d) immediately above) shall continue to adjust pursuant to Section 5.2 below.

2.3. 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 Old Growth Property, and Tenant hereby accepts the Premises, the Common Areas (as defined below), and all other portions of the Old Growth Property in an AS IS condition, with all faults. Tenant hereby acknowledges that it has relied on its own inspections 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 Old Growth Property 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 1.10 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, or the Old Growth Property, or be a nuisance or a menace to the other tenants within the Old Growth Property or neighbors of the Old Growth Property. 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, noise ordinances, 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 Old Growth Property; provided, however, that Landlord shall not grant any exclusive right that would prevent Tenant from conducting its business as described in Section 1.10. Tenant shall conduct its business at all times in a manner consistent with reputable business standards such that a high quality reputation of the Old Growth Property is developed and enhanced.

3.2 Use of Outdoor Deck Space. Tenant shall have the exclusive right to use the deck space on the southwest side of the first floor of the building and roof deck comprising the Premises with the following conditions:

- (a) Use of space shall not require additional rent from Tenant;
- (b) Tenant shall promptly repair, at Tenant's expense, any damage done to the deck space;
- (c) Tenant shall include deck space in Tenant's liability insurance;
- (d) Tenant shall indemnify Landlord against any loss, liability or expenses arising out of or resulting from Tenant's use of the deck space; and
- (e) Tenant's use shall comply with all applicable town zoning ordinances or requirements.

3.3. Insurance Restrictions. Tenant shall not knowingly perform any act which would cause the cancellation of any insurance policies related to the Old Growth Property. 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. In the event Tenant changes its use of the Premises, and if due to Tenant's changed use of the Premises any improvements or alterations to any portion of the Old Growth Property 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 to be exceeded. Tenant shall not disturb or interfere with the quiet enjoyment of the premises or use of the Common Areas (as defined below) by any other tenant or occupant of any portion of the Old Growth Property or any immediately adjacent neighbor of the Old Growth Property.

3.6. Common Areas. All of the portions of the Old Growth Property made available by Landlord for use in common by tenants and their employees and invitees from time to time, and depicted as "Common Areas" in Exhibit A (the "Common Areas") shall remain subject to Landlord's exclusive control at all times. Initially, the Common Areas include access to the trash dumpsters on the north side of the Old Growth Property, as depicted on Exhibit A. 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 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 prevent a dedication thereof to public use or prevent the acquisition of any public or private rights in such areas. The Common Areas may, at Landlord's election, include areas in adjoining properties which are or become available to tenants of the Old Growth Property.

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 Old Growth Property 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, by Tenant, including, without limitation, any adverse health or environmental condition (including without limitation any violation of Environmental Laws) occurring during the Term 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.

4. GUARANTIES. Alison and Kevin Cohane, principals of Tenant, shall each, jointly and severally, guarantee the faithful performance of the Tenant's obligations herein by executing personal guaranties in the form attached hereto as Exhibit C. It is a condition precedent to the effectiveness of this Lease that Alison and Kevin Cohane execute the personal guaranties.

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 1.8. 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 Cost of Living Index. Beginning on the first anniversary of the Commencement Date and on each anniversary of the Commencement Date thereafter (an "Adjustment Date"), Base Rent shall be increased to equal an amount that is the product obtained by multiplying the 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. However, notwithstanding an adjustment to Base Rent based on the foregoing, in no event shall Base Rent be increased by more than 4% from the prior year's Base Rent. As used herein the term "Index" shall refer to the Cost of Living Index for all items for Teton County, Wyoming published by the State of Wyoming's Department of Administration and Information, Economic Analysis Division.

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 1.12 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 1.9 above, during the Term of the Lease.

6.2. Payment. Tenant shall pay Tenant's Proportionate Share of Operating Costs monthly when billed by Landlord. Landlord shall bill Tenant only for actual Operating Costs billed to or payable by Landlord. Landlord may "true-up" Tenant's Proportionate Share of Operating Costs on an as needed basis (although any true-ups should be minimal as Operating Costs are billed to tenants on the basis of actual bills received by Landlord).

6.3. "Operating Costs" consist of all costs of operating, maintaining and repairing the Old Growth Property, including, without limitation, the following:

- (a) Premiums for property, casualty, liability, and amounts deductible from claims thereunder.
- (b) The cost of cleaning and sweeping of trash area and removal of trash or debris.
- (c) The cost of maintaining landscaping, including irrigating, trimming bushes, mowing, fertilizing, seeding and replacing plants, and snow removal. Landlord shall be responsible for paying for the initial or subsequent installation of landscaping.
- (d) The cost of utilities, including water and sewer, and any other services not separately metered to tenants of the Old Growth Property. Currently, electricity and gas are metered separately to each tenant of the Old Growth Property.
- (e) The cost of maintaining, operating and repairing signage and sign structures (other than those of separate tenants or occupants).
- (f) The cost of maintaining and repairing the Common Areas.
- (g) The cost of any equipment rented or used and the cost of supplies consumed in the maintenance and operation of the Old Growth Property.
- (h) Costs of alterations or modifications to the Old Growth Property necessary to comply with requirements of applicable law.
- (i) General and special real and personal property taxes and assessments for the Old Growth Property 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 Old Growth Property, 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 Old Growth Property. 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 Old Growth Property 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. Tenant shall have the right to contest or review, in accordance with applicable laws, any assessed valuation or taxes. Landlord, if so requested will join in any proceeding to contest or review initiated by Tenant, but the entire

cost of any such proceeding initiated by Tenant shall be borne by Tenant unless Landlord agrees otherwise in writing.

With respect to Operating Costs and Tenant's Proportionate 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 (i) above) with each monthly invoice to Tenant. As of the Effective Date, water, and sewer is allocated between the Tenant, Belle Cose and King Sushi as follows: 5% of such costs are allocated to Belle Cose and 95% of such costs are allocated to Tenant and King Sushi based on their respective square footage (excluding Belle Cose's square footage). As of the Effective Date, trash removal has been covered by each tenant individually. Landlord reserves the right to modify the methodology in which Tenant's Proportionate Share of Operating Costs is allocated amongst tenants of the Old Growth Property if Landlord determines, based on actual operating history, that another methodology is a more reasonable manner to allocate costs amongst tenants of the Old Growth Property. 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 assessed to Tenant.

6.4. 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 or capital expenditures that do not meet the requirements set forth in Section 6.3(I).
- (f) Leasing commissions.
- (g) Correction of defects in the construction of the Old Growth Property which are covered by construction warranties, specifically excluding any tenant improvements.
- (h) General overhead and administrative expenses of Landlord not directly related to the operation of the Old Growth Property.
- (i) 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, 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, in accordance with Section 6.3 (i) above unless separately assessed by a taxing authority directly to Tenant.

8. INSURANCE AND INDEMNITY.

8.1. Insurance Policies. Beginning on the Commencement Date, 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, 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) 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 policies above shall name Landlord, its agents and affiliates as additional insureds.

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 Old Growth Property 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 Old Growth Property 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

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. Landlord will maintain its own fire and extended coverage insurance on the building containing the Premises, which insurance policy shall include coverage for damage to property resulting from fire sprinkler leaks or malfunctions.

9. FIRE AND CASUALTY.

9.1. Termination Rights. If all or part of the Premises is rendered untenable by damage from fire or other casualty (not caused by Tenant) 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 120 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 120 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 (where damage is not caused by Tenant), 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. 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 Old Growth Property 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. 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, snow removal on sidewalks/boardwalks, and heating, air conditioning, ventilation, grease traps (Tenant shall also be responsible for installing any required upgrades to the grease trap), electrical and plumbing systems located within and/or solely serving 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 Old Growth Property determined by Landlord pursuant to Section 11.2. In addition, Tenant shall notify Landlord promptly if it becomes aware of any maintenance issue on the boardwalk, excluding snow removal (which is a Tenant responsibility). 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. Where alterations are required for compliance with State or Federal or local laws or regulations, it is the Landlord's responsibility to complete said improvements or alterations.

11.2. By Landlord. Except as set forth in Sections 6.3(b), (c), (f), (g) and (h), Landlord shall, at its sole expense, maintain, repair and replace the roof and structural elements of the Premises, and heating, air conditioning, ventilation, electrical and plumbing systems not located within the Premises and/or not solely serving the Premises, such that these components remain in good condition and repair in accordance with standards then prevailing for buildings/restaurants of like age and character or such higher standard as Landlord may determine. Landlord shall repair any common utility facilities in the Old Growth Property that serves all tenants. Landlord shall be responsible for trimming trees on the Premises as such work is reasonably necessary. 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. If Landlord and Tenant agree that the boardwalk needs to be repaired or replaced and the Town of

Jackson does not repair or replace the boardwalk, Landlord will incur that expense of repair or replacement of the boardwalk (if allowed by the Town of Jackson).

12. UTILITIES. Notwithstanding anything to the contrary in this Lease, all utilities for the Premises except for water, sewer and waste/trash removal, 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 cause all refuse to be removed from the Premises to the trash dumpster in the Common Areas with sufficient frequency to prevent odors or accumulation of trash within the Premises. The location of the trash dumpster serving the Old Growth Property tenants shall be in Landlord's sole discretion.

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 Old Growth Property and, during the twelve-month period preceding the expiration of the Term of this Lease, 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. 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 Premises 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 that does not comply with the foregoing. 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 at Tenant's expense.
- (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 Old Growth Property 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, 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.
- (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. Landlord Work; Tenant Improvements; and Tenant Installations. (a) Tenant acknowledges that Landlord is in the process of obtaining permits for and commencing improvements to the Premises. Landlord anticipates completion of its work on the Premises no earlier than twelve months after the Effective Date and no later than March 1, 2020 (such date of completion of Landlord's work is referred to herein as, the "Landlord's Delivery Date"). Landlord's work to the Premises shall include the following:

- (1) repair foundation and roof;
 - (2) addition of new 610 square foot bar addition;
 - (3) reconfigure bathrooms for compliance with the American with Disabilities Act;
 - (4) Landlord will provide the original finished floors, walls and logs and electrical locations for the original building and bathrooms;
 - (5) The new addition will have exposed studs with minimal interior walls, electrical panels and HVAC systems with appropriate loads, plumbing hook-ups and locations, and floors will be unfinished subfloor. Ceiling shall be open, all windows and doors installed.
 - (6) All permanent exterior light fixtures;
 - (7) A new kitchen hood and grease trap upgrade is required; Landlord will pay for the re-design architectural, engineering, and municipal fees, with the cost of the equipment and installation paid by the Tenant.
- (b) Tenant shall present to Landlord its plans and specifications for its initial improvements to the Premises no later than ninety (90) days after Landlord commences construction at the Premises. Landlord shall deliver written notice to Tenant of the commencement of Landlord's construction within five (5) days of such date. Landlord shall have fifteen (15) days from receipt of Tenant's plans and specifications to review and provide feedback/approval. Tenant shall not commence work until Landlord has provided its written approval of Tenant's plans. Tenant shall not commence any work prior to Landlord's Delivery Date. Cost of any change orders after Tenant's design package submittal to Landlord is approved will be borne by Tenant, unless caused solely by Landlord's changes to Landlord's work as described in subsection (a) immediately above. Tenant shall be responsible for the cost of all furniture, fixtures and equipment associated with its improvements. Tenant's improvements are anticipated to include the following: Tenant will design and fit-up the interior of the Premises including electrical, kitchen, lighting, and bar design, equipment and construction, as well as the installation of all finishes, hardware, soundproofing, technology/telephone/POS system.
- (c) 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 Old Growth Property. 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 Old Growth Property 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 Old Growth Property 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 Old Growth Property.

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) obtain and post permits; (iii) submit contractor, subcontractor and supplier lien waivers; (iv) 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 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 shall not be unreasonably withheld. 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 immediate 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 Old Growth Property (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 ATTORNMEN

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 Old Growth Property 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 Old Growth Property 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 Old Growth Property. 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 Old Growth Property, 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 have the Premises professionally cleaned at the termination or expiration of the Lease, at Tenant's expense 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 shall be the property of Landlord except those items to be retained by Tenant as specifically set forth on Exhibit D attached hereto. All HVAC equipment, plumbing fixtures, hot water

heaters, fire suppression and sprinkler systems, wall coverings, carpeting and other fixtures located in or serving the Premises, except Tenant's items as set forth on Exhibit D, 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 all personal property and items set forth on Exhibit D and repair any damage to the Premises caused by such removal. If Tenant shall fail to perform any repairs or restoration or fail to remove any items from the Premises as required hereunder, Landlord may do so, and Tenant shall pay Landlord the cost thereof upon demand. All property removed from the Premises 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. Tenant Default. The following shall constitute a "Default" or "Event of Default" for Tenant:

- (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; or
- (c) Tenant's failure to perform any other obligation under this Lease within thirty days after Tenant receives notice of nonperformance; provided, however, that if the breach is of such a nature that it cannot be cured within thirty 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.

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 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 \$1000) 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 Old Growth Property; (b) Landlord will not be deemed to have failed to mitigate if Landlord leases any other portions of the Old Growth Property before reletting all or any portion of the Premises; and (c) in recognition of the fact that the value of the Old Growth Property 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 Old Growth Property 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.

21.4 Landlord Default; Tenant Remedies

- (a) Tenant will give Landlord written notice of any breach by Landlord in the performance of any warranty, covenant or obligation to be kept or performed by Landlord hereunder. If the breach is not cured within thirty (30) days after receipt by Landlord of a written notice from Tenant specifying the breach, or such lesser period of time specified in Tenant's notice as is reasonable in the event of an emergency, Landlord will be in default hereunder; provided, however, if performance reasonably requires more than thirty (30) days or such lesser period of time as is reasonable in an emergency and Landlord commences performance within thirty (30) days or such lesser period of time as is specified in an emergency after notice from Tenant and diligently pursues the matter to completion, Landlord will be entitled to such longer period as may be necessary to perform.
- (b) If Landlord is in default hereunder, Tenant may spend such money as is reasonably necessary to cure the default and thereafter bring an action against Landlord to recover the same, together with interest thereon at the rate of twelve percent (12%) per annum from the date of demand on Landlord, and costs and expenses, and reasonable attorneys' fees. In addition to any other means available to Tenant to collect any such judgment, Tenant will have the right to offset the amount of such judgment against any Rent or other sum due under this Lease. Tenant also will have any other remedies to which it is entitled pursuant to applicable law.
- (c) Notwithstanding anything contained herein to the contrary, Tenant, in addition to any other remedy which may be available to it, may, if such default remains uncured ten (10) days after a second written notice to Landlord specifying the breach and advising of Tenant's intent to cure and offset costs, perform the same and offset its cost of performance against Rent and/or other sums next coming due under this Lease.

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 1.11 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 1.12 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 Old Growth Property, including without limitation the following:

25.1. **Access.** Landlord reserves the right to enter upon any portion of the Old Growth Property 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 Old Growth Property other than the Premises, including without limitation the Common Area, the exterior of all other buildings and improvements and air rights, surface rights and subsurface rights and water rights appurtenant to the Old Growth Property.

25.3. **Restriction of Access.** Landlord reserves the rights to: (i) prevent or restrict access to any portion of the Old Growth Property 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 Old Growth Property 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 Old Growth Property, 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 Old Growth Property or the protection of the Old Growth Property 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.** Landlord reserves the right to lease or sell any portion of the Old Growth Property 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 Old Growth Property or the presence of any specific tenant or number or types of tenants at the Old Growth Property as of or after the Commencement Date, hours or days that such other tenants shall or may be open for business.

25.5. **Changes.** Landlord reserves the right to: (i) change the name of the Old Growth Property and the address or designation of the Premises; (ii) install, maintain, alter and remove signs on or about the Old Growth Property; (iii) add land or other real property interests to or eliminate the same from the Old Growth Property and grant interests and rights in the Old Growth Property 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 so long as Landlord provides substantially equivalent facilities as currently provided on the common areas; (v) enclose any area, remove any such enclosure or add one or more additional levels or stories to other buildings on the Old Growth Property 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 Old Growth Property or as a result of any casualty, incident, strike, condemnation, act of God, law or governmental requirement or request or other cause, erect commercially reasonable scaffolding, barricades and other structures so long as the same do not interfere with the Tenant's quiet enjoyment of the Premises.

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, 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 Old Growth Property. 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 including any previously negotiated and/or executed letter of intent or similar document.

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. Execution by electronic signature or production of a copy of this executed lease shall be considering an original and legally binding.

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 (including its employees and members and managers) 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).

26.17. Signature in Counterpart/Electronic Signatures. This Lease may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Lease. This Lease may be executed by way of facsimile or electronic signature sent via scan or photograph.

SECOND ADDENDUM TO RESTAURANT LEASE
(Old Growth, LLC / Persephone Bakery, LLC and Coe, LLC)

This Second Addendum to Restaurant Lease (this "Second Addendum") is made and entered into to be effective as of the 1st day of May, 2020 (the "Effective Date") by and between Old Growth, LLC, a Wyoming limited liability company ("Landlord") and Persephone Bakery, LLC, a Wyoming limited liability company ("Assignor" or "Original Tenant") and Coe, LLC, a Wyoming limited liability company ("Assignee" or "Tenant").

RECITALS

- A. Landlord and Original Tenant previously entered into a Restaurant Lease Agreement dated October 17, 2018, amended by a First Addendum to Restaurant Lease dated on or about December 10, 2019, with respect to the Leased Property described herein (the "Lease");
- B. Landlord is the owner of the Premises which is located at 81 S. King Street, Jackson, Wyoming, as further described in the Lease;
- C. Original Tenant desires to transfer its interests in the Lease to Tenant;
- D. Landlord and Tenant desire to modify the Base Rent as further set forth below;
- E. As an inducement to enter into this Second Addendum, Landlord requires the personal guaranty of certain member of Tenant as further set forth below; and

AGREEMENT

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged by both parties, Landlord, Original Tenant, and Tenant hereby amend the Lease as follows:

1. **Assignment.** Original Tenant hereby assigns to Tenant all rights, duties, and obligations provided in the Lease, together with Original Tenant's Security Deposit of [REDACTED] and all insurance policies held by Original Tenant pertaining to the Premises. Tenant accepts this assignment and agrees to assume and perform all of the obligations, liabilities, covenants, duties and agreements of the "Tenant" under the Lease. Landlord hereby acknowledges such assignment and releases

Original Tenant from any and all duties and obligations owed under the Lease that may arise after the Effective Date. Therefore, all references to "Tenant" in the Lease shall be deemed amended to refer to Coe, LLC and Section 1.11 shall be deleted and replaced in its entirety with the following:

Tenant's Initial Notice Address: Coe, LLC
Mailing Address
P.O. Box 4271
Jackson, WY 83001
Physical Address
81 S. King Street
Jackson, WY 83001

2. Deferral of Rent for April 2020.

[illegible]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- ██
██
██.
4. **Operating Costs.** The parties agree that Tenant shall pay ██████████ on or before June 1, 2020 for Operating Costs pursuant to Article 6 of the Lease which sum reflects Landlord's billing as of April 30, 2020.
 5. **Guarantors:** In consideration for the assignment described in paragraph 1 of this Second Addendum, Landlord requires C Note Management Company, LLC a Minnesota limited liability company ("C Note"), which is a member of Tenant, to guarantee the faithful performance of the Tenant's obligations under the Lease by executing a personal guaranty in the form attached hereto as Exhibit 1. The Personal Guaranty executed on October 17, 2018 by Allison Cohane and Kevin Cohane remains in full force and effect and the obligations of Allison Cohane, Kevin Cohane and C Note under each of their respective personal guaranty shall be joint and several.
 6. **Capitalized Terms.** All initial capitalized terms used, but not defined, in this Second Addendum shall have the meaning set forth in the Lease.
 7. **Inconsistencies.** Except as modified herein, the parties hereby ratify and confirm the terms and conditions of the Lease. In the event of any inconsistency between the terms of this Second Addendum and the Lease, this Second Addendum shall control.
 8. **Governing Law.** This Second Addendum shall be governed by the laws of the State of Wyoming. Defined terms not otherwise defined herein shall have the meanings assigned to such term in the Lease.
 9. **Counterparts.** This Second Addendum may be executed in counterparts, each of which shall be deemed an original but all of which counterparts collectively shall constitute one document. Signatures may be exchanged by fax or scanned and e-mailed, which signatures shall be acceptable and binding as if originals. Electronic signatures hereto shall be legally binding.

IN WITNESS WHEREOF, having read and intending to be legally bound by the provisions of this Second Addendum, the authorized representatives of Landlord and

Tenant have signed this Second Addendum to be effective as of the date first set forth above.

LANDLORD:

Old Growth, LLC,
a Wyoming limited liability company

By: _____
Shelley Holland, Manager

DocuSigned by:

Shelley Holland

By: _____
John Holland, Manager

DocuSigned by:

John Holland

ORIGINAL TENANT:

Persephone Bakery, LLC,
a Wyoming limited liability company

By: _____
Allison Cohane, Manager

By: _____
Kevin Cohane, Manager

TENANT:

Coe, LLC,
a Wyoming limited liability company

By: _____
Allison Cohane, Manager

By: _____
Kevin Cohane, Manager

EXHIBITS:

Exhibit A – Personal Guaranty

Coe lette

5	BREAD & BUTTER levain smoked sea salt butter	18	CHICKEN OYSTER KARAAGE fermented ramp sauce garlic chive
10	SAKE MUSTARD* junmai-shu sake whole grain mustard walnut rye crisps spruce tips	22	BUTTERHEAD green garlic skyr dressing idiazabal coral tooth mushroom radish pine nuts
19	TERRINE* venison pork fatback blueberry apricot pistachio	28	TAN TAN SOBA* miso bone broth holstein beef & pork bok choy walnut rye chili crunch tokyo negi sesame
21	CAVE AGED TALEGGIO* cosmic crisp apple sake mustard shaved duck speck lacinato crunch	32	CRESTE DI GALLO* dandelion pesto english peas smoked almonds pea tendrils lemon agrumato
17	SNAP PEAS* doenjang vinaigrette fried onions peanuts gochugaru alyssum	49	ELK SHORTLOIN** fermented vegetable aioli purple potato purple daikon red mustard frill
14	GRILLED ASPARAGUS sauerkraut gribiohe	52	WALLEYE PIKE* red miso fava fennel arugula juice anise hyssop
17	CHAWANMUSHI tokyo negi pickled shimeji angelica carrot kimchi	54	LEG OF LAMB** couscous preserved lemon grilled apricot castelvetrano olives pistachios mint parsley
15	TURNIPS & RADISHES miso butter stone vine aleppo		
23	WALNUT RYE TOAST* aged cheddar spread proscuitto cotto radish sherry petit greens lemon thyme blossom		

**consuming undercooked meat or eggs
may increase your risk of foodborne illness
*nut allergen warning

20% service fee may be applied to parties of 5 or larger



COCKTAILS 17

LEADVILLE HONEY

mountain rum | montana honey moonshine | spiced pear liquor |
pine bud orangeccello | absinthe | saline

PYRITE

brennivin aquavit | absaroka gin | yuzu | chamomile saffron syup |
habanero tincture | rose alpine sage bitters | saline

FIELD STATION

rye whisky | sour cherry liquor | ginger liquor | cremant

LE PINEA

green chartreuse | butterfly pea gin | mezoal | seaberry tincture

BIG CREEK TRAIL

mezoal | alpine raspberry syrup | lime | pine balsam tincture

SHADOW MOUNTAIN

gin | lemoncello | pine liquor | saline | activated charcoal

MUD SEASON

apple brandy | sage mushroom syrup | lemon | applewood infused
rum

CUMULONIMBUS

nigori sake | yuzu | lemon | strega | orange blossom water | mint

PALISADES RIVIERA*

sherry cask brennivin aquavit | orgeat | falernum | habanero
tincture

EMERALD WOLF

gin | genepey | cocchi americano | salers | rosemary sage tincture |
absinthe | sage bitters | habanero tincture

GLACIER MILK

skyr milk punch | dill | blueberry | tobbaeo | gin | lime

DRAFT BEERS 6

KIRIN ICHIBAN 4

SRB JENNY LAKE LAGER

SRB HIKE IT OUT HEFEWEIZEN

BLACK TOOTH SADDLE BRONC BROWN

HIGHPOINT ALPENGLOW CIDER

SRB EARNED IT IPA

WINE



RED

BEDROCK 'OLD VINE' <i>Zinfandel Sonoma, CA 2019</i>	14/55
GEORGES DESCOMBS <i>Gamay Regnie, Beaujolais, FR 2019</i>	18/68
CRUSE WINE CO. 'ALDER SPRINGS' <i>Tannat Mendocino, CA 2019</i>	21/76
CHATEAU MOULIN TRICOT <i>Cabernet Sauvignon, Merlot Haut-Medoc, Bordeaux, FR 2018</i>	23/88
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BEDROCK <i>Syrah Sonoma, CA 2020</i>	58
TERRE NERE 'ETNA ROSSO' <i>Nerello Mascalese, Nerello Cappuccio Sicily, IT 2020</i>	62
BERNAUD BAUDRY 'DOMANIE' <i>Cabernet Franc Chinon, Loire Valley, FR 2019</i>	75
DOMAINE GIACHINO 'BLACK GIAC' <i>Mondeuse Savoie, FR 2019</i>	78
PAX 'SONOMA HILLSIDES' <i>Syrah Sonoma, CA 2019</i>	98
ENVINATE 'TAGANAN TINTO' <i>Listan Negro, Listan Gaucho, Malvasia Negro Canary Islands, ES 2020</i>	110
PIEDRASASSI 'BIEN NACIDO VINEYARD' <i>Syrah Santa Maria Valley, CA 2018</i>	115
CHATEAU LE PUY 'EMILIEN' <i>Merlot, Cabernet Sauvignon Bordeaux, FR 2017</i>	125
HIRSCH 'SAN ANDREAS FAULT' <i>Pinot Noir Sonoma, CA 2019</i>	129
LOPEZ DE HEREDIA 'VINA TONDONIA' <i>Tempranillo, Gamacha Rioja, ES 2008</i>	135
CASTELLO CONTI 'IL ROSSO DELLE DONNE' <i>Nebbiolo, Vespolina Boca, Alto Piemonte, IT 2017</i>	159
ASHES & DIAMONDS 'RED HEN VINEYARDS' <i>Cabernet Sauvignon Napa Valley, CA 2016</i>	175
DOMAINE FAURY <i>Syrah Cote-Rotie, Northern Rhone, FR 2019</i>	179
KELLEY FOX 'MARESH VINEYARD' <i>Pinot Noir Dundee Hills, OR 2017</i>	182
FRATELLI ALESSANDRIA 'SAN LORENZO DI VERDUNO' <i>Nebbiolo Barolo, Piedmont, IT 2015</i>	185

DOMINIO DE PINGUS 'FLOR DE PINGUS' <i>Tempranillo Ribera del Duero, ES 2019</i>	215
ARNOT ROBERTS 'MONTECILLO VINEYARD' <i>Cabernet Sauvignon Sonoma, CA 2018</i>	235
PIERO BUSSO 'GALLINA' <i>Nebbiolo Barbaresco, Piedmont, IT 2013</i>	245
DOMAINE HUBERT LIGNIER 'TRILOGIE' <i>Pinot Noir Morey-Saint-Denis, Burgundy, FR 2018</i>	265
GIUSEPPE QUINTARELLI 'VALPOLICELLA' <i>Corvina, Corvinone, Rondinella Veneto, IT 2013</i>	268
CHATEAU DE BEAUCASTEL <i>Grenache, Mourvedre Châteauneuf-du-Pape, Rhone Valley, FR 2006</i>	275
CORISON <i>Cabernet Sauvignon Napa Valley, CA 2018</i>	290
PAOLO BEA 'CERRETE' <i>Sagrantino Montefalco Sagrantino, Umbria, IT 2015</i>	295
DOMAINE DE LA POUSSE D'OR 'CLOS DE LA BOUSSE D'OR' 1ER CRU <i>Pinot Noir Volnay, Burgundy, FR 2019</i>	320
DOMAINE GEORGES ROUMIER <i>Pinot Noir Chambolle-Musigny, Cote D'Or, Burgundy, FR 2015</i>	350
ARNAUD MORTET 'LA PERRIERE' 1ER CRU <i>Pinot Noir Gevrey-Chambertin, Burgundy, FR 2018</i>	485
DOMAINE GERARD RAPHEOT CLOS VOUGEOT 'VIEILLES VIGNES' GRAND CRU <i>Pinot Noir Cote de Nuits, Burgundy, FR 2017</i>	525
REMOISSENET PÈRE ET FILS <i>Pinot Noir Volnay, Burgundy, FR 1966</i>	775
COLGIN 'IX ESTATE' <i>Cabernet Sauvignon, Merlot, Cabernet Franc, Petit Verdot Napa Valley, CA 2012</i>	1,250

LARGE FORMAT

JAQUES LASSAIGNE 'VIGNES DE MONTGUEUX' EXTRA BRUT, BLANCS DE BLANCS <i>Chardonnay Champagne, FR NV</i>	310
ENVINATE 'BENJE BLANCO' <i>Listan Blanco Canary Islands, ES 2018</i>	135
ENVINATE 'LOUSAS' VIÑAS DE ALDEA <i>Mencia Ribeira Sacra, ES 2019</i>	135

WINE



SPARKLING

DOMAINE THEVENET ET FILS 15/62
Chardonnay Burgundy, FR NV

DOMAINE JEAN VESSELLE BRUT RESERVE 24/115
Pinot Noir, Chardonnay Champagne, FR NV

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DOMAINE DE MONTBOURGEAU BRUT 70
Chardonnay Jura, FR NV

FRANCIS ORBAN BRUT ROSE 110
Pinot Meunier Champagne, FR NV

LAHERTE FRERES 'BLANC DE BLANCS' BRUT NATURE 135
Chardonnay Champagne, FR NV

LELARGE-PUGEOT 'LES MEUNIER DE CLEMENCE' 148
Pinot Meunier Champagne, FR NV

PETER LAUER 'RESERVE 92' SEKT 162
Riesling Mosel, DE 1992, Disgorged 2020

DOMAINE EGLY OURIET BRUT GRAND CRU 300
Chardonnay Champagne, FR 2016, Disgorged 2021

ROSE & SKIN CONTACT

MAS DE GOURGONNIER 16/59
Grenache, Cabernet Sauvignon, Mourvedre Les Baux de Provence, FR 2020

JOLIE LAIDE 18/68
Pinot Gris Sonoma County, CA 2020

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ASTOBIZA 52
Ondarribi Beltza, Ondarribi Zuri Txakoli, ES 2020

THIBAUD BOUDIGNON 54
Cabernet Franc Loire, FR 2020

DOMAINE CHERRIER 62
Pinot Noir Sancerre, Loire Valley, FR 2020

CLOS CIBONNE 64
Tibouren, Grenache Provence, FR 2019

CHATEAU DE PIBARNON 92
Mourvedre, Cinsaut Bandol, Provence, FR 2019

CHATEAU SIMONE 'PALETTE ROSE' 155
Grenache, Mourvedre Palette, Provence, FR 2020

WHITE

ZARATE 14/57
Albariño Rias Baixas, ES 2020

DOMAINE DE CHEVILLARD 16/64
Jacquère Savoie, FR 2019

MASSICAN 19/70
Sauvignon Blanc Napa Valley, CA 2020

DOMAINE BOUDIN 'LA CHANTEMERLE' 22/74
Chardonnay Chablis, Burgundy, FR 2019

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ERIC CHEVALIER 'LA NOE' 54
Melon de Bourgogne Muscadet, Loire Valley, FR 2017

CATHERINE & PIERRE BRETON 'LA DILETTANTE' 62
Chenin Blanc Vouvray, Loire Valley, FR 2019

KELLEY FOX 'FREEDOM HILL' 84
Pinot Blanc Willamette Valley, OR 2020

ASHES & DIAMONDS 'BLANC NO. 3' 88
Sauvignon Blanc, Semillon Napa Valley, CA 2017

DOMAINE HUET 'LE HAUT LIEU' 90
Chenin Blanc Vouvray, Loire Valley, FR 2019

MAYACAMAS 95
Chardonnay Napa Valley, CA 2018

STEIN 'SPÄTLESE TROCKEN' 118
Riesling Palmburg, Mosel, DE 2019

DOMAINE ANNE GROS 'BOURGOGNE BLANC' 119
Chardonnay Burgundy, FR 2019

ARNOT-ROBERTS 'TROUT GULCH VINEYARD' 125
Chardonnay Santa Cruz Mountains, CA 2019

DOMAINE DE VACHERON 'LES ROMAINS' 135
Sauvignon Blanc Sancerre, Loire Valley, FR 2019

THIBAUD BOUDIGNON 'CLOS DE FREMINE' 225
Chenin Blanc Sancerre, Loire Valley, FR 2018

DOMAINE DE LA POUSSE D'OR 'LE CAILLERIE TIER CRU' 345
Chardonnay Burgundy, FR 2019

REMI JOBARD 'LES CHARMES' 350
Chardonnay Meursault, Burgundy, FR 2018



Member FDIC. Equal Housing Lender. 

June 21, 2022

Town of Jackson
PO BOX 1687
Jackson, WY 83001

RE: Bank Reference

COE LLC DBA Coelette has requested that First Interstate Bank provide the following information in order to facilitate requirements pertaining to a liquor license application.

1. First Interstate Bank has done business with this company since – April 2020
2. First Interstate Bank has known principal of this company since – April 2017
3. Average deposit account balance of this company for the past six months has been 
4. Loan payment experience has been – N/A
5. Amount of and established line of credit is 
6. Other comments relevant to the credit of the referenced company – The company has performed on all bank contracts as agreed.

Regards,

A handwritten signature in blue ink, appearing to read 'Lance Ash'.

Lance Ash
Commercial Group Manager

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

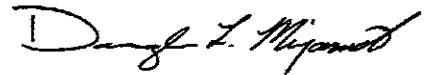
Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Issued to:

EXPIRATION DATE: 7/22/2022

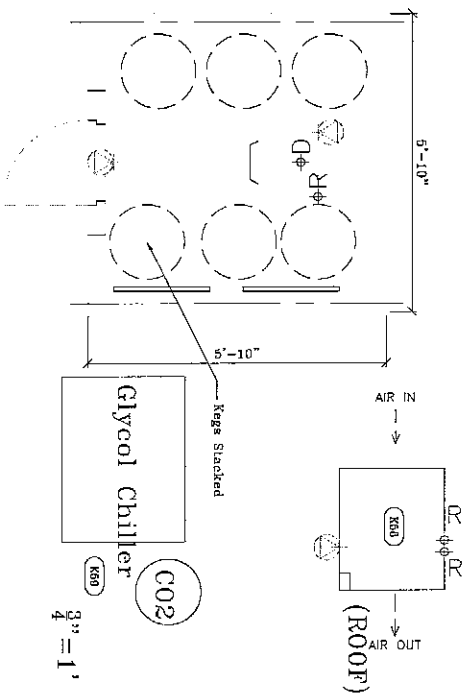
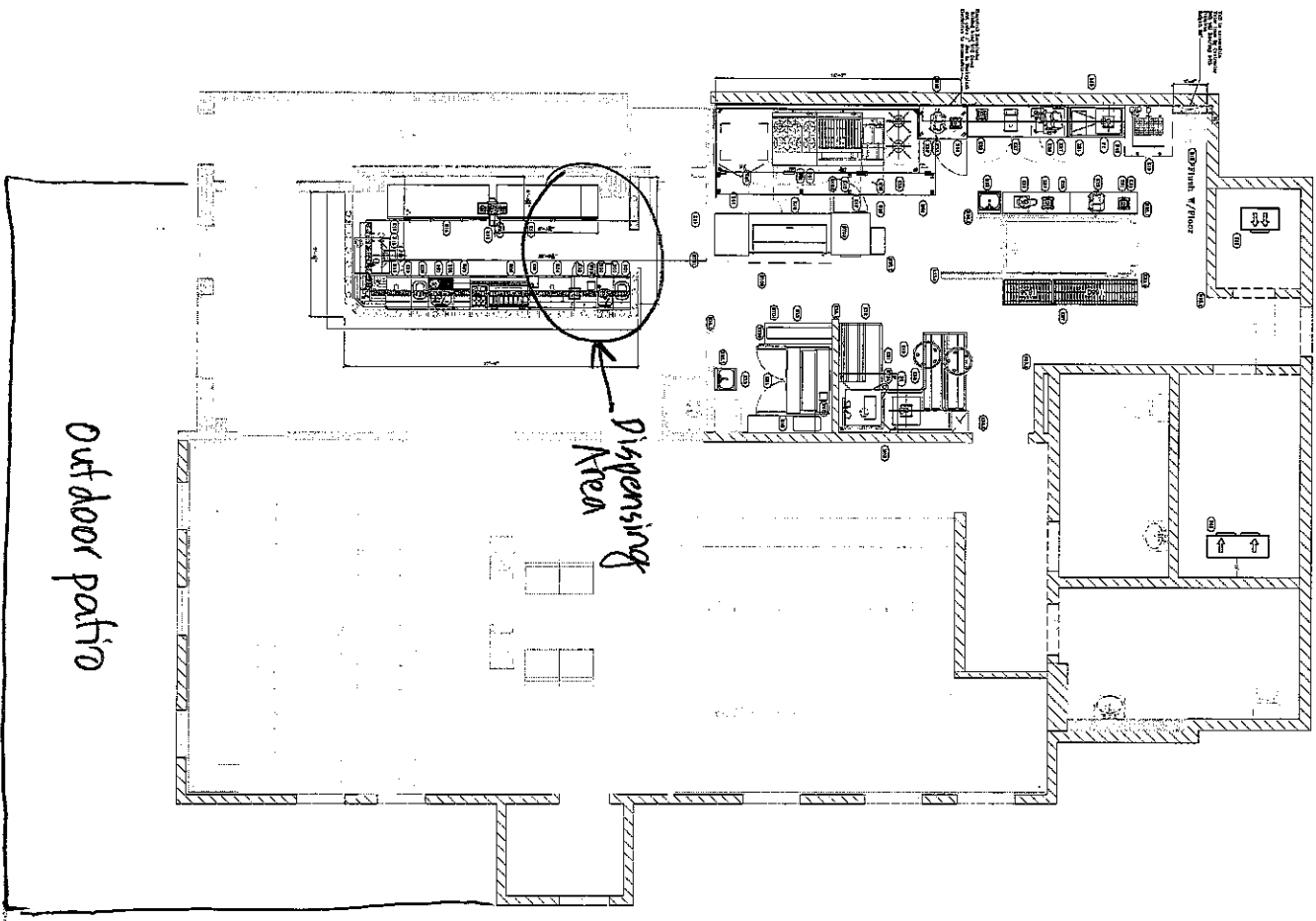
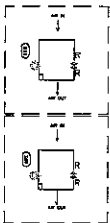
**COELETTE
85 SOUTH KING STREET
JACKSON, WY 83001**

**COE LLC
KEVIN & ALLISON COHANE
PO BOX 4271
JACKSON, WY 83001**



Director of Dept. of Ag

**THIS LICENSE MUST BE CURRENT
AND POSTED CONSPICUOUSLY
AT THE PHYSICAL LOCATION**



BSR
Boise
Store
restaurant
Design & Supplies
www.boiseequipment.com

Twin Falls, ID 83301
198 Locust St. S.
Phone (208) 733-4221

Boise, ID 83709
8648 W. Elise St.
Phone (208) 345-5793

Idaho Falls, ID 83401
925 Turnbull Dr.
Phone (208) 528-6233

Persephone Sweetwater

Jackson, Wy

JOB NAME & LOCATION:

PRINT DATE:

1.12.2020

DRAWN BY:

AC

SCALE: @ 24x36

Various

SHEET NUMBER:

1

DRAWINGS APPROVED BY:

X

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

[REDACTED]
Jackson, WY 83001

Mailing Address

P.O. Box 4271
Jackson, WY 83001

Registered Agent Address

JH Corporate Services, Inc.
[REDACTED]
PO Box 2095
Jackson, WY 83001

Parties

Type	Name / Organization / Address
Organizer	Clint A Langer [REDACTED]

Notes

Date	Recorded By	Note
------	-------------	------

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

Most Recent Annual Report Information

Type	Original	AR Year	2022
License Tax	\$60.00	AR Exempt	N
AR Date	6/16/2022 1:13 PM	AR ID	07384246
Web Filed	Y		

Officers / Directors

Type	Name / Organization / Address
------	-------------------------------

Principal Address

650 Elk Ave
Jackson, WY 83001

Mailing Address

P.O. Box 4271
Jackson, WY 83001

Annual Report History

Num	Status	Date	Year	Tax
06090555	Original	02/03/2021	2021	\$71.48
07384246	Original	06/16/2022	2022	\$60.00

Principal Address 1 Changed From: 85 South King Street To: 650 Elk Ave

Amendment History

ID	Description	Date
2022-003710301	Reinstatement - Tax	06/16/2022
	Filing Status Changed From: Inactive - Administratively Dissolved (Tax) To: Active	
2022-003699688	Dissolution / Revocation - Tax	06/09/2022
	Filing Status Changed From: Active To: Inactive - Administratively Dissolved (Tax)	
	Inactive Date Changed From: No Value To: 06/09/2022	
2022-003619552	Delinquency Notice - Tax	04/02/2022
2021-003475650	RA Address Change	11/08/2021
See Filing ID	Initial Filing	04/02/2020

NEW OR TRANSFER
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

License Fees:	Annual Fee:	\$ 1514.00	Local License #:	
	Prorated Fee:	\$ 945.73	Date filed with clerk:	6 / 21 / 22
	Transfer Fee:	\$	Advertising Dates: (2 Weeks)	8/3/22 & 8/10/22
	Publishing Fee:	\$ 100.00	Hearing Date:	8 / 15 / 22
Publishing Fee Direct Billed to Applicant: ☐				
License Term:	8 / 23 / 22	through	3 / 31 / 23	
	Month Day Year		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	WY	83001	USA
	City	State	Zip	County
Local Mailing Address:	PO BOX 12136			
	P.O. Box or Number & Street			
	Jackson	WY	83002	
	City	State	Zip	
Local Business Telephone Number:	(307)	201-5329	Fax Number:	()
Business E-Mail Address:	Dan@kampaijh.com			

FILING FOR	FILING IN (CHOOSE ONLY ONE)	FILING AS (CHOOSE ONLY ONE)
☒ NEW LICENSE	☒ CITY OF JACKSON	☐ INDIVIDUAL
☐ TRANSFER OF LOCATION	☐ COUNTY OF:	☐ PARTNERSHIP
		☐ LP/LLP
		☒ LLC
☐ TRANSFER OWNERSHIP	☐ ASSIGNMENT LETTER ATTACHED	☐ CORPORATION
FORMERLY HELD BY:		☐ LTD PARTNERSHIP
		☐ ORGANIZATION
		☐ OTHER

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)

RETAIL LIQUOR LICENSE	☐ RESTAURANT LIQUOR LICENSE	☐ MICROBREWERY
☐ ON-PREMISE ONLY (BAR)	☐ RESORT LIQUOR LICENSE	☐ WINERY
☐ OFF-PREMISE ONLY (PACKAGE STORE)	☒ BAR AND GRILL	☐ DISTILLERY SATELLITE
☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)	LIMITED RETAIL (CLUB)	☐ WINERY SATELLITE
	☐ VETERANS CLUB	☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT
	☐ FRATERNAL CLUB	
	☐ GOLF CLUB	
	☐ SOCIAL CLUB	

SPECIAL DESIGNATIONS

☐ CONVENTION FACILITY	☐ GOLF CLUB	☐ RESORT
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM	☐ GUEST RANCH	

To Assist the Liquor Division with scheduling inspections:

OPERATIONAL STATUS

☒ FULL TIME (e.g. Jan through Dec)	Specify months of your operation:	from		to	
☐ 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	5:30	to	10:00

ALL APPLICANTS MUST COMPLETE QUESTIONS 1-4

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)
- If Yes, please submit a copy of the lease and indicate:
- (i) When the lease expires, located on page 1 paragraph 2 of lease.
- (ii) The **Sales** provision for alcoholic or malt beverages is located, on page 2 paragraph 7 of lease.
- (Lease **MUST** contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)
2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601(b) ☐ YES ☒ NO
3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403
- (a) Hold any interest in the license applied for? ☐ YES ☒ NO
- (b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business? ☐ YES ☒ NO
- (c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? ☐ YES ☒ NO
- (d) If you answered **YES** to any of the above, explain fully and submit any documents in connection there within:
- _____
4. Does the **applicant** have any interest or intent to acquire an interest in any other liquor license issued by **this** licensing authority? W.S. 12-4-103(b) ☐ YES ☒ NO
- If "YES", explain: _____

5. **BAR AND GRILL LICENSE OR RESTAURANT LICENSE:**

- Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☒ YES ☐ NO

6. **RESORT LICENSE:**

- Does the resort complex:
- (a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) ☐ YES ☐ NO
- (b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) ☐ YES ☐ NO
- (c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) ☐ YES ☐ NO
- (d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended not less than 10 million dollars (\$10,000,000.00)? W.S. 12-4-401(b)(iv) ☐ YES ☐ NO
- (e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)
1. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

7. **MICROBREWERY LICENSE:**

- Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) ☐ YES ☐ NO
- (a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ WINERY
- (b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
- (Requires wholesale malt beverage license with the Liquor Division)

8. **WINERY LICENSE:**

- Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) ☐ YES ☐ NO
- (a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT ☐ BAR AND GRILL ☐ MICROBREWERY

9. LIMITED RETAIL (CLUB) LICENSE:

FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)

- (a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO
- (b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO

10. LIMITED RETAIL (CLUB) LICENSE:

VETERANS CLUBS W.S. 12-1-101(a)(iii)(A):

- (a) Does the Veteran’s organization hold a charter by the Congress of the United States? ☐ YES ☐ NO
- (b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? ☐ YES ☐ NO

11. LIMITED RETAIL (CLUB) LICENSE:

GOLF CLUBS W.S. 12-1-101(a)(iii)(D)/W.S. 12-4-301(e):

- (a) Do you have more than fifty (50) bona fide members? ☐ YES ☐ NO
- (b) Do you own, maintain, or operate a bona fide golf course together with clubhouse? ☐ YES ☐ NO
- (c) Are you a political subdivision of the state that owns, maintains, or operates a golf course? ☐ YES ☐ NO
1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g) ☐ YES ☐ NO
2. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

12. LIMITED RETAIL (CLUB) LICENSE:

SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E)/W.S. 12-4-301(b):

- (a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located? ☐ YES ☐ NO
- (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? ☐ YES ☐ NO
- (c) Is the club qualified as a tax exempt organization under the Internal Revenue Service? ☐ YES ☐ NO
- (d) Has the club been in continuous operation for a period of not less than one (1) year? ☐ YES ☐ NO
- (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as Recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? ☐ YES ☐ NO
- (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? ☐ YES ☐ NO
- (g) Have you filed a true copy of your bylaws with this application? ☐ YES ☐ NO
- (h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition Attached) ☐ YES ☐ NO

13. 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 ☐
				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.)

14. 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 <i>DO NOT LIST PO BOXES</i>	Residence Phone Number	No. of Years in Corp or LLC	% of Corpora te 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							
Natalie Cross							
Daniel Janjigian							
						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)

REQUIRED ATTACHMENTS:

- ☒ A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102(a)(vi).
- ☒ Attach any lease agreements (especially for resort / political subdivisions leasing out food & beverage services) W.S. 12-4-103 (a)(iii)/W.S. 12-4-403(b)/W.S. 12-4-301(e).
- ☐ If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601(b).

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)

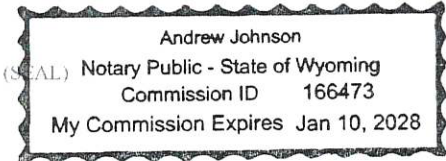
Under penalty of perjury, and the possible revocation or cancellation of the license,
I swear the above stated facts, are true and accurate.

STATE OF WYOMING)
COUNTY OF Teton) ss.

Signed and sworn to before me on this 20th day of June, 20 that the facts alleged in the foregoing instrument are true by the following:

1)	<u>Natalie Cross</u> (Signature)	<u>Natalie Cross</u> (Printed Name)	<u>Owner Representative</u> Title
2)	<u></u> (Signature)	<u></u> (Printed Name)	<u></u> Title
3)	<u></u> (Signature)	<u></u> (Printed Name)	<u></u> Title
4)	<u></u> (Signature)	<u></u> (Printed Name)	<u></u> Title
5)	<u></u> (Signature)	<u></u> (Printed Name)	<u></u> Title
6)	<u></u> (Signature)	<u></u> (Printed Name)	<u></u> Title

Witness my hand and official seal: [Signature]
Signature of Notary Public



My commission expires: Jun 10, 2028

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.

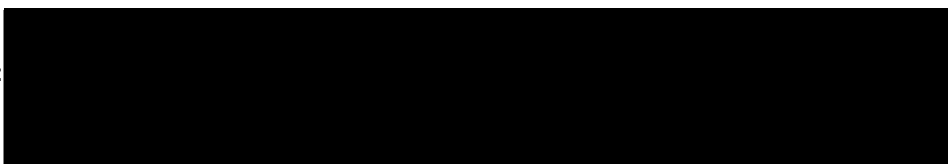
AFFIDAVIT of UNDERSTANDING

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: Natalie First Name Nicole Full Middle Name Cross Last Name

Date of Birth:



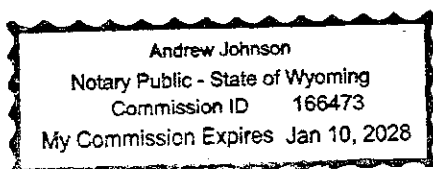
Natalie
Applicant Signature

State of Wyoming)
County of Teton)ss

Subscribed and sworn to before me this 26th day of June, 2022.

(SEAL)

[Signature]
Notary Public or officer authorized to administer oaths



Rev 10/2020

Jun 20, 2022

Addendum to Liquor License Application

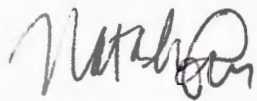
Re: Corporate Officers

Natalie Cross and Daniel Janjigian are not members of the LLC. They are listed under the advice of the Jackson Town Clerk in order to be responsible parties in the event of infractions of statutes regarding the Liquor License.

Signed,

Natalie Cross

6/20/2022

A handwritten signature in black ink, appearing to read 'Natalie Cross', written in a cursive style.

Daniel Janjigian

6/20/2022

A handwritten signature in black ink, appearing to read 'Dan Jan', written in a cursive style.

Business Information / Plan of Operation

Type of Liquor License: Retail Bar & Grill

Name of Applicant: Kampai Holdings, LLC DBA Kampai

Tell us about your business.

For established businesses:

1) When did your business open?

We opened our doors on December 10, 2021.

2) Are you open year-round?

Yes. We have typical off season closures of a month in April-May and 2 weeks in November

3) Provide your annual sales tax payments for the last three years.

a) 2021 = [REDACTED] (December only)

b) 2020 = N/A

c) 2019 = N/A

4) What is the percentage of your employees who live locally? (Includes surrounding communities)

100% of our employees live locally.

5) Provide the number of parking spaces your business has (excluding street parking).

We have no additional private parking beyond the town allocated 26.33 spaces. Additionally, the restaurant is located within steps of the Home Ranch parking lot. Employees are encouraged to use public transportation or bike when appropriate.

6) Are you located near a bus stop or pathway system?

Yes, we are two blocks from the Deloney bus stop, Town Square bus stop and four blocks from Miller Park Transfer Point. Employees are encouraged to take the START Bus or ride bikes to work when possible. We provide bike racks in front of the restaurant for staff and guests and will have additional bike racks behind the restaurant in 2023.

7) Have you been involved with community events or public service? Describe.

Kampai is a new restaurant in the community, but our team has deep roots and our goal is to be good stewards for our community. We have been open for 7 months and in that short time we have donated or supported 3 nonprofit organizations.

In March 2022, we raised \$12,500 to support World Kitchen and their work feeding Ukrainians fleeing violence at border crossings. We also were proud to support the Snake River Brew Pub's Ukraine Fundraiser in May. Additionally, we have donated to Stripping for the Cure, a local nonprofit that raises funds and awareness for breast cancer and the St. John's Health Foundation's Women's Health Care Fund. We are currently developing an ongoing giving program to support Whole Food Rescue, One22 - Jackson Hole Cupboard, and the culinary program through CWC. We have been honored by the warm reception from the Jackson community and we are excited to give back and pay it forward.

All Applicants.

1) Describe your company structure and leadership team.

Attached is the company structure. Dan Janjigian is the General Manager and runs the business and front of house management with Carolyn Wiecek, Operations manager. Carolyn and Dan have been long time members of the hospitality community in Jackson.

Chris Massad is the Executive Chef. Peter Hoang is the Executive Sous Chef and oversees all back of house operations.

Our goal is to provide a welcoming space for employees and guests. As we refine our business model we are excited to support staff with training and advancement opportunities. Natalie Cross is the owner liaison, responsible for coordinating the owners needs with management, and handling big picture development plans.

2) Describe the nature of your business

Kampai is a sushi focused Japanese restaurant offering dinner service at 175 Center St. We employ roughly 36 people and continue to hire as we grow. We offer top tier service, and provide a style of cuisine that is new to the Jackson restaurant landscape.

The main dining room has a sushi bar that accommodates 10 guests, 3 booths, 4 tables and a beverage bar that seats 7. We will also have a private dining room space that will be able to accommodate roughly 20 in the glassed in atrium on the north side of the building. With a full staff we will be able to accommodate a maximum of 150 covers per night. Floor plans are attached.

3) Describe products to be provided (including alcohol).

While the primary focus is a fresh fish menu, Kampai also has a wide variety of hot entrees, small plates and desserts. Our goal is to source as many local and regional products including vegetables and proteins. We are proud to offer locally sourced beef. The beverage menu is composed of beer, wine and cocktails with an extensive sake list with a wide price-range including a draft sake and a unique to the region draft Highball machine.

4) Describe your target market.

Our target market is people who want to experience an approachable, traditional and refined Japanese meal. Our menu will include a wide-range of price points and products to accommodate both locals who want to explore new cuisines to diners who are accustomed to a high-quality dinner experience. When the rooftop deck opens, it will have a more casual feel and the menu will reflect that.

5) What is the official building capacity?

109 Total

6) Describe frequent events or gatherings held on your property or that will be held.

Starting in July we will be holding chef composed tasting menu events, and have special guest chefs, purveyors and culinary experts to highlight their talents at Kampai.

7) You will be selling a high-addiction product; how will you be involved in the community to address that?

All staff who serve alcohol will be required to complete T.I.P.S training as a baseline. General Manager Dan Janjigian has spent 10 years as a bartender in Jackson and 15 years in foodservice. He will be personally training the front of house staff on the importance and seriousness of adhering to the liquor laws regarding serving underage guests. He will also provide essential and proper training in regards to situations involving alcohol overuse and abuse.

The Kampai management is also conscious of the fact that, within the restaurant industry, there exists high rates of substance abuse. As a result we believe that the best way to address this on a community level is to combat it within our organization first and foremost.

Our intent is to create a professional working environment where the focus is placed on creating an exceptional dining experience where our alcoholic beverage program is a draw for the business but not the primary focus.

8) Describe the process for customers to order alcohol and how it is delivered.

Beverage options will be provided on both the food and beverage menu that will contain additional wine and sake by-the-bottle options as well as specialty cocktails. Beverages will be delivered to guests at a table by a member of the service staff.

9) Do you plan to serve alcohol outside on a deck or patio?

At the time of this submittal, Kampai has plans in to the town planning department to approve a phase 2 rooftop deck project. This will expand the business by 51 seats, add an additional kitchen, beverage bar and bathrooms. The roof will be a mix of 4 season indoor space, with a spring/summer/fall heated outdoor space to be used when possible. It will be a unique space that offers fantastic views of the town square, snow king, Cache Creek and the Elk Refuge. Plans have been approved by the DRC and are awaiting final permit issuance. Kampai will apply for the liquor license change to include this space when appropriate.

a) If so, include a sketch or site plan showing the outside area.

Attached

b) If so, describe the physical characteristics of the outside area.

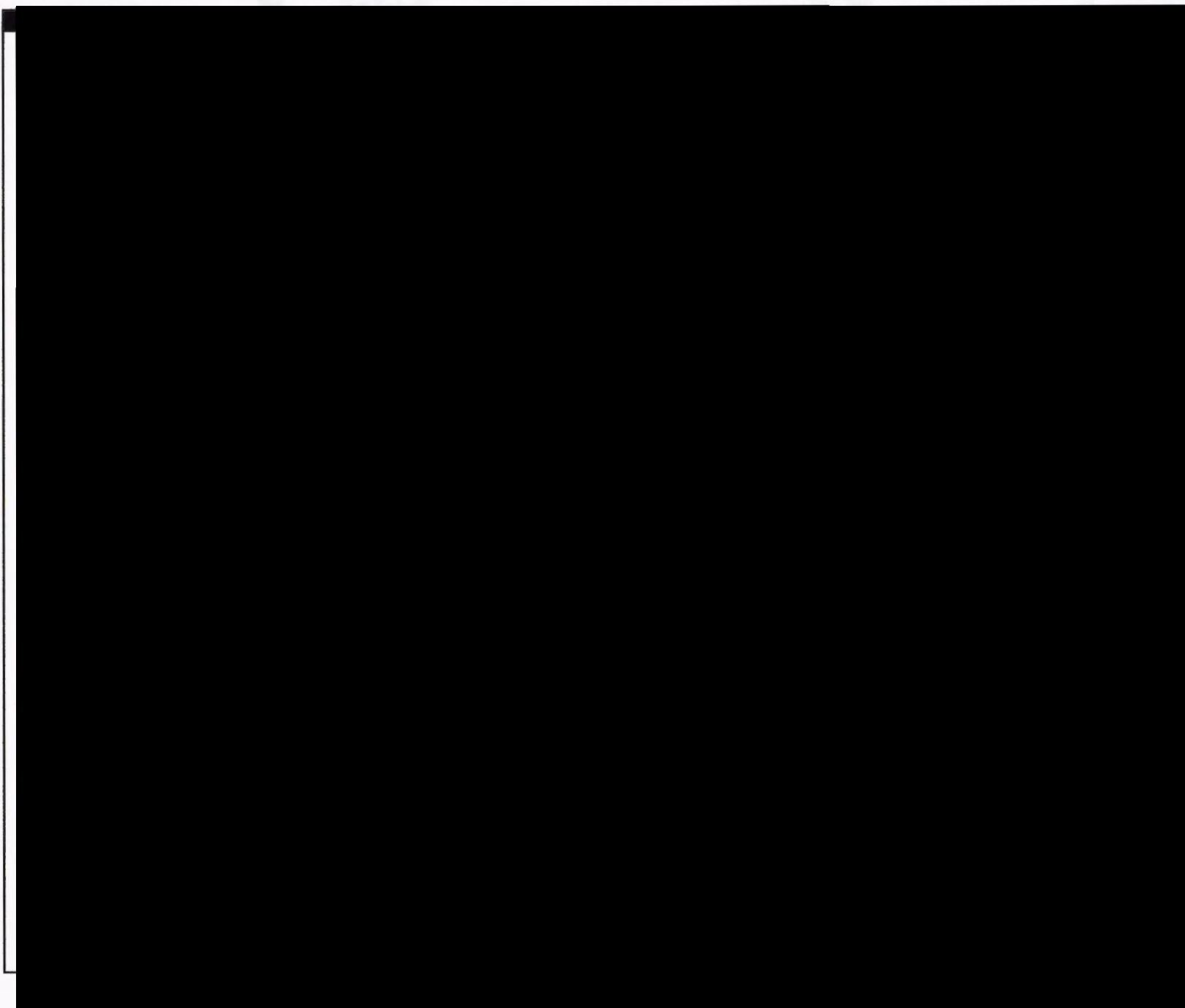
The outdoor area is a mix of 2 and 4 top tables, a fire pit table and green space with planters. The roof is only accessed by an elevator in the main entrance corridor, and guests will be seated by a hostess. There are emergency egress stairs that exit to Center St and the alley behind the restaurant.

10) What is your plan to keep customers from leaving with open alcohol containers?

- Guests departing the dining room and rooftop deck exit by way of an elevator which returns them to the main entrance. From there they will pass by a host/hostess as they exit to Center Street.

Prepared by: Daniel Janjigian, General Manager

Date: 6/20/22



COMMERCIAL LEASE AGREEMENT

THIS COMMERCIAL LEASE AGREEMENT (the "Lease") is made and entered into as of the 16th day of February, 2021 (the "Effective Date") by and between Kampai RE Holdings, LLC, a Delaware limited liability company ("Landlord") and Kampai Holdings, LLC, a Delaware limited liability company ("Tenant").

WITNESSETH that for and in consideration of the covenants and agreements set forth herein, Landlord hereby leases to Tenant that property located at 175 Center Street, Jackson, WY, and legally described as:

The East 66 feet of Lot 8 and the East 66 feet of the North 15 feet of Lot 9, Block 1 of the W.W. Smith Addition to the Town of Jackson, Teton County, Wyoming, according to Plat No. 105 recorded August 26, 1912 with the Teton County, Wyoming Clerk, PIDN 22-41-16-37-3-23-003.

(the "Leased Premises" or the "Property")

This is a "triple net" Lease as set forth below, and Tenant shall pay, without notice and without abatement, deduction, or setoff, except as may be required or permitted by this Lease, all taxes, assessments, insurance premiums, utilities, expenses and other sums related to the Tenant's use of the Leased Premises, as more fully addressed herein. In the event of any non-payment thereof, the Landlord shall have, in addition to all other rights and remedies set forth in this Lease, all the rights and remedies provided by law. Tenant shall promptly deliver to Landlord proper and sufficient receipts and other evidence that all payments described herein have been made in full.

1. **LEASED PREMISES.** The Leased Premises consists of approximately 2,876 square feet of commercial restaurant space, including but not limited to, a main dining area, kitchen area and screened porch as well as a two-bedroom residential apartment (the "Apartment").

2. **TERM.** The initial term of this Lease commences on the date that the Town of Jackson issues a Certificate of Occupancy for the commercial space located within the Leased Premises and ending on the 30th day of June, 2031 unless sooner terminated as provided herein (the "Initial Term"). No termination or expiration of this Lease shall affect the indemnities or other obligations of Tenant incurred during the term of this Lease.

3. **OPTION TO RENEW.** Provided Tenant is not in default, Tenant shall be entitled to renew this Lease for two (2) additional terms of ten (10) years each on the same terms and conditions as set forth herein. Tenant shall give Landlord written notice of its intent to renew no later than thirty (30) days prior to the applicable Termination

Date. If written notice of Tenant's desire to renew is not given to Landlord within the time specified, this option shall expire.

4. RENT.

[REDACTED]

5. SECURITY DEPOSIT. Tenant shall not be required to pay a security deposit. Notwithstanding, Tenant shall be liable to Landlord for any damages to the Leased Premises other than ordinary wear and tear.

6. ACCESS. Tenant may, at any time during the term of this Lease or any renewal thereof, determine and change the hours during which it shall keep the Leased Premises open for business. Tenant's servants, employees, agents, and business invitees shall, at all times during which the Tenant is open for business, have the free and uninterrupted right of access to the Leased Premises. Tenant shall have, and the Landlord agrees that 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 Premises, 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 THE LEASED PREMISES. Tenant shall use the commercial portion of the Leased Premises for a restaurant, or for such other purpose or purposes as may be approved by the Landlord in writing in advance of the commencement of such use, such approval not to be unreasonably withheld. When used as a restaurant, it is intended that the restaurant will ^{as a sale and use} serve liquor per the terms of a valid Liquor License issued by the Town of Jackson. Tenant may use the Apartment as employee housing, or may otherwise sub-lease the Apartment so long as any sublease is approved in advance by Landlord. Tenant shall not commit, or suffer to be committed, any nuisance or other act or thing against public policy. Tenant agrees not to deface or damage the building in any manner. Tenant agrees not to use or permit the use of the Leased Premises, or any part thereof, for any purpose prohibited by law or County regulations, 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 Leased Premises throughout the entire term of this Lease.

In addition to the foregoing, Tenant shall not use or occupy or permit the Leased Premises or any part thereof to be used or occupied for any business, use, or purpose deemed disreputable, extra hazardous, or which would make void or voidable any insurance then in force 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 part thereof.

8. SURRENDER. Upon the termination of this Lease, Tenant shall quit and surrender the Leased Premises in as good condition and repair as it was at the date of the commencement of this Lease, reasonable wear and tear excepted, together with all alterations, interior decorations, additions and improvements that may have been made in, to, or upon the Leased Premises, including, but not limited to carpeting, wall paneling, ceiling tiles, and light fixtures, and excepting movable furniture and movable trade fixtures. All property and improvements of the Tenant not removed at the termination of this Lease shall be deemed abandoned by the Tenant.

9. ALTERATIONS AND IMPROVEMENTS. Tenant, at Tenant's sole discretion, may make alterations or improvements to the Leased Premises, which improvements shall not require the approval or written consent of Landlord.

Tenant shall keep the Leased Premises and the improvements thereon free and clear of all liens arising out of or claimed by reason of any work performed, materials furnished, or obligations incurred by or at the request of Tenant, and shall indemnify and save harmless Landlord and the Leased Premises and the building of all such liens or claims of lien, and all attorney's fees and other costs and expenses incurred by reason thereof.

Landlord shall have the right at any time to alter, repair, or improve the Leased Premises and the building on the property, and for that purpose the Landlord and its representatives may enter on and about the Leased Premises and the building with such materials as the Landlord may deem necessary.

10. ACCEPTANCE OF PREMISES. Tenant acknowledges that no representations, except as are contained herein, have been made to the Tenant respecting any condition of the Leased Premises. Tenant's acceptance and occupancy of the same constitutes Tenant's acknowledgment that there is, in or about the Leased Premises nothing dangerous to life, limb or health, and that the same is free from defects and in good, clean and sanitary order, condition and repair. Tenant hereby waives any claim for damages that may arise from any defects in the Leased Premises after occupancy or after the commencement date of this Lease.

11. REPAIR AND MAINTENANCE.

a. Tenant shall, during the term of this Lease and any renewal or extension thereof, at its sole expense, keep the interior of the Leased Premises in 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. Tenant shall maintain

all portions of the Leased Premises in a clean and orderly condition, free of dirt, rubbish and obstructions.

b. Tenant shall perform regular service, routine maintenance as well as major repairs and replacement. Tenant is responsible for keeping the pipes from freezing.

12. UTILITIES AND OTHER SERVICES. Tenant shall arrange for any installation of and pay all utilities for the Lease Premises, including but not limited to, electrical, gas, water, telephone, internet, or public utility services and Landlord shall not be required to furnish to Tenant any facilities or services of any kind.

13. TAXES. In addition to monthly rent, Tenant shall be responsible for payment of all state taxes, real property taxes, real estate assessments, or any other governmental charges, assessments, or taxes levied upon the Leased Premises (the "Property Taxes"). Tenant shall pay to Landlord the full amount of all Property Taxes within ten (10) days of receipt of the tax bill from Landlord. All tax payments shall be in addition to all rent or other monies owed to Landlord. Tenant shall be solely responsible to pay all taxes on Tenant's personal property, trade fixtures, and other property places by Tenant in, on, or about the Leased Premises. In the event Tenant shall default in the payment of Property Taxes, Landlord shall have the right to pay the same, and the amount so paid shall be payable by Tenant to Landlord, on demand, with interest thereon at a rate of eighteen percent (18%) per annum.

14. RIGHT OF ENTRY.

a. Landlord or its agents shall have the right to enter the Leased Premises at all reasonable times, upon reasonable notice, for the purpose of inspecting the same, showing the same to prospective purchasers or Tenants, or to make such repairs, alterations, improvements, or additions as the Landlord may deem necessary or desirable. Landlord may enter the Leased Premises at any time for the enforcement of this Lease and for the protection of any of the Landlord's property.

b. Except in the event of an emergency, Landlord shall provide at least twenty-four (24)-hours' notice to Tenant prior to entry, and shall make such access during normal business hours.

c. Landlord or its agents may enter the Leased Premises by a master key or may forcibly enter the Leased Premises, provided that any such entry shall only be in the event of an emergency requiring immediate entry. Landlord shall use its best faith efforts to ensure that any repair, alteration or improvement of the Leased Premises, or inspections of the Leased Premises take place at times which will have the least impact on the conduct of Tenant's business and will not otherwise violate Tenant's use and enjoyment of the Leased Premises.

d. If, during the last month of the Term, Tenant shall have removed all or substantially all of its property from the Leased Premises, Landlord may

immediately enter and alter, renovate, and redecorate the Leased Premises without elimination or abatement of rent and without liability to the Tenant for any compensation, and such acts shall have no effect upon this Lease.

15. SIGNS. All signs erected by Tenant shall, at Tenant's sole expense, comply with all applicable regulations of the Town of Jackson, Wyoming. Except during the last sixty (60) days of the Lease term or extension wherein Tenant has not exercised its right to renew (if applicable), Landlord will not place "for sale" or "for rent" signs in or on the Leased Premises.

16. COVENANT OF QUIET ENJOYMENT. Tenant, upon payment of the rent as herein provided, and upon the performance of all the terms and conditions of this Lease, shall at all times during the lease term and during any extension or renewal term, peaceably and quietly enjoy the Leased Premises without any disturbance from Landlord or any other person claiming through Landlord.

17. COMPLIANCE WITH LAW. Tenant, at its sole expense, shall comply with all laws, orders and regulations of Federal, State, County and Municipal authorities, and with any direction of any public officer, pursuant to law, which shall impose any duty upon Tenant with respect to the Leased Premises. Tenant, at its sole expense, shall obtain all licenses or permits which may be required for the use or conduct of its business within the terms of this Lease, and for the making of repairs, alterations, improvements or additions (if the same are permitted by the Landlord as hereinafter provided), and Landlord where necessary will join with Tenant in applying for such permits or licenses.

18. INSURANCE.

a. Tenant shall, at its sole cost and expense, for the term of this Lease and any renewal thereof, maintain and keep in force for the benefit of Landlord a policy or policies of general accident, public liability, casualty, and property damage insurance. All premiums shall be paid prior to or on the policy due date and all coverage limits shall be approved by Landlord. Tenant's general liability policy shall specifically name Landlord as an additional insured, and shall cover all risks incidental to Tenant's use of the Leased Premises and business in connection therewith.

b. Tenant, at its sole cost and expense, shall obtain fire and "all-risk" insurance in an amount equal to at least 100% of the full replacement cost of all Tenant's 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, and the Tenant shall cause the Landlord to be named as an additional insured.

c. Tenant shall deposit with the Landlord certificates of all required 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 above, shall

provide that the same may not lapse or be canceled without at least ten (10) days' prior written notice to the Landlord.

d. Tenant agrees that, in addition to the requirement of any insurance carrier pursuant to the foregoing insurance policies, Tenant shall, immediately, cause a full and complete report to be made of any and all injuries or accidents upon the Leased Premises upon forms submitted to Tenant by Landlord for that purpose and shall, further, notify Landlord, immediately, of any such injury or accident.

19. ASSIGNMENT AND SUBLEASE. Tenant may sublease the Apartment without the prior written consent of the Landlord. Tenant may only assign, mortgage, hypothecate, or otherwise encumber this Lease or any interest therein, or sublet or assign the commercial portion of the Leased Premises to any other person, firm, corporation, or other entity other than Tenant with the written approval of Landlord. However, any such assignment or subletting must comply with any Promissory Note or Mortgage that may encumber the Property.

20. COVENANTS OF THE TENANT. Tenant covenants that it shall not do any of the following without the prior consent, in writing, of the Landlord:

a. Fail to observe a standard of reasonable care with regard to the repair, operation and maintenance of the Leased Premises, including adjacent property, stairs, parking lots, etc., so as to create or fail to abate any situation which poses a risk of injury to any person reasonably expected to come upon the same, or do or suffer to be done anything objectionable whereby the fire insurance or any other insurance now in force or hereafter to be placed on the Leased Premises or any part thereof, or on the building of which the Leased Premises is 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 rent, any increase of premiums on insurance carried by the Landlord on the Leased Premises, or any part thereof, or on the building of which the Leased Premises is a part, caused in any way by the occupancy of the Tenant or by its operation of a business within the Leased Premises, or by its employees.

b. Commit or suffer to be committed by any person any waste or nuisance upon the Leased Premises.

The Tenant agrees that it will do the following:

c. Keep the Leased Premises sufficiently heated to prevent freezing of water pipes and fixtures;

d. Do all things reasonably possible to prevent the filing of any mechanics, judgment, materialmen's or other liens against the Leased Premises or any part thereof, or to the leasehold interest of the Tenant, by reason of work, labor, services

or materials supplied or claimed to have been supplied to the Tenant, or to anyone holding the Leased Premises or any part thereof through or under the Tenant. If any such lien shall at any time be filed against the Tenant's interest in the Leased Premises or this Lease, the Tenant shall either cause the same to be discharged of record within twenty (20) days of the date of the filing of the same, or if Tenant, in its discretion and in good faith, determines that such lien should be contested, the Tenant shall furnish such security as shall be necessary or required to prevent any foreclosure against the Tenant's interest in the Leased Premises during the pendency of such contest. If the Tenant shall fail to discharge such lien within such period, or fail to furnish such security, then, in addition to any other right or remedy of the Landlord resulting from such default, the Landlord may, but shall not be obligated to, discharge the same either by paying the amount claimed to be due or by procuring the discharge of such lien by getting security or in such other manner as is or may become prescribed by law. Nothing contained herein shall imply any consent or agreement on the part of the Landlord to subject the Landlord's estate to liability under any mechanics or other lien law. In the event a lien is placed on the Leased Premises based on Tenant's action or inaction, Tenant shall protect and indemnify Landlord against all loss, expense, or damage, including reasonable attorney's fees, resulting therefrom.

21. DAMAGE TO/DESTRUCTION OF PREMISES.

a. If the Leased Premises shall be damaged by fire, the elements, unavoidable accident or other calamity and the Leased Premises is not thereby rendered untenable *in whole or in part*, the Landlord shall promptly, at its own 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 untenable *only in part*, the Landlord shall promptly cause the damage to be repaired, and the rent, meanwhile, shall be abated proportionately to the portion of the premises rendered untenable and any access or parking similarly rendered untenable. If, by reason of such occurrence, the Leased Premises shall be rendered *wholly untenable*, the rent, meanwhile, shall be abated in whole; provided, however, that there shall be no extension of the term of this Lease by reason of such abatement. Notwithstanding the provisions of the immediately preceding sentence, if the Leased Premises shall be rendered wholly untenable by reason of such occurrence and the property cannot be repaired within three (3) months from the date of such damage or access to the Leased Premises is prevented for such period, Tenant shall, at his option, have the right to declare the balance of this Lease null and void. If the Tenant does not exercise his option to cancel this Lease, the Landlord shall promptly, at its own expense, cause such damage to be repaired, and rent shall be abated during the period of such repairs. If after due notice is given, the Tenant fails to exercise his option following substantial destruction of the Leased Premises within thirty-six (36) months of the end of the original term of this Lease, or if said destruction occurs within the last two (2) years of the term of this Lease, the Landlord may terminate the Lease with Tenant's consent, which consent shall not be unreasonably withheld.

b. If any such damage occurring to the Leased Premises, whether partial or complete, shall occur as a result of the fault or neglect of the Tenant, Tenant's

servants, employees, agents, business invitees, licensees, or subtenants, there shall be no apportionment or abatement of rent during the term of this Lease.

c. The foregoing provisions shall apply to any exercise of eminent domain, condemnation, taking or conveyance in lieu or in avoidance of same, as if it was a casualty. In the event any condemnation award is made, it shall inure to the benefit of the Landlord other than any amounts specifically attributable to Tenant's loss of business, rental loss or relocation costs.

22. TENANT'S PROPERTY.

a. The Tenant shall be responsible for and shall pay before delinquency, all municipal, county or state assessments during the term of this Lease against any leasehold interest or personal property of any kind, owned by or placed in, upon or about the Leased Premises 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 Premises by theft or otherwise. The 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. The Landlord shall not be liable for any latent defect in the Leased Premises or in the building of which it forms a part. All property of the Tenant or its subtenants kept or stored on the Leased Premises shall be so kept or stored at the risk of the Tenant and his subtenants only, and the Tenant shall hold the Landlord harmless from any claims arising out of damage to the same, including subrogation claims by the Tenant's insurance carrier, unless such damage shall be caused by the willful act or gross neglect of the Landlord.

23. LANDLORD'S EXONERATION. Landlord shall not be liable for injury or damage to persons or property occurring within or upon the Leased Premises unless caused by or resulting from the negligence of Landlord or any of Landlord's servants, agents or employees acting within the scope of their employment.

24. INDEMNIFICATION. To the extent not covered by insurance, Tenant shall indemnify Landlord and save it 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, or damage to property occurring in, on or about, or arising out of or from the Leased Premises, or the occupancy or use of the Leased Premises by the Tenant or its subtenants, agents, licensees, invitees, guests, customers, etc. or occasioned wholly or in part by any act or omission of the Tenant, its agents, licensees, invitees, contractors, customers, employees, or subtenants, so long as the same were not proximately caused by the negligence or willful conduct of the Landlord or its agents, employees, or servants.

25. TRADE FIXTURES. All trade fixtures installed by the Tenant in the Leased Premises shall remain the property of the Tenant and shall be removable at any time by it on or before vacating the Premises. Any damage caused to the Leased

Premises as a result of such removal by the Tenant shall be repaired by Tenant at its own expense. Any such trade fixtures not removed at or prior to termination of this Lease shall become the sole property of Landlord. Lighting fixtures, whether or not installed by Tenant, shall not be removable at the expiration or earlier termination of this Lease, or at the expiration of any renewal or extension thereof, and shall become the sole property of Landlord.

26. **NOTICES.** All notices, demands or other writing in this Lease provided to be given, made or sent by either party to the other shall be in writing and shall be validly given or made only if personally delivered with a receipt obtained from the person receiving the notice, or sent by certified United States mail, return receipt requested, or if sent by Federal Express or other similar delivery service keeping records of deliveries and attempted deliveries. Service shall be conclusively deemed made upon receipt if personally delivered or, if delivered by mail or other delivery service, on the first business day delivery is attempted or upon receipt, whichever is sooner:

To Landlord:

Kampai RE Holdings, LLC
4020 West Lake Creek Drive, 1st Floor
Wilson, WY 83014
Email: ncross@bamfunds.com

To Tenant:

Kampai Holdings, LLC
175 Center Street
P.O. Box 12136
Jackson, WY 83001
Via email to: ncross@bamfunds.com

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. Additionally, the parties shall notify one another by e-mail.

27. **SUBORDINATION.** This Lease and Tenant's interest hereunder are and shall be subordinate, junior and inferior to any and all mortgages, liens or encumbrances now or hereafter placed on the Leased Premises by Landlord, all advances made under any such mortgages, liens or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens or encumbrances and any and all renewals, extensions or modifications of such mortgages, liens or encumbrances.

28. **ACCEPTANCE OF PREMISES.** Tenant acknowledges that no representations, except as are contained herein, have been made to the Tenant respecting any condition of the Leased Premises. Tenant's acceptance of occupancy of the same constitutes Tenant's acknowledgment that there is in or about the said Leased Premises nothing dangerous to life, limb or health, and that the same is free from defects and in good, clean and sanitary order, condition and repair, and Tenant hereby waives any claim

for damages that may arise from any defects in the Leased Premises after occupancy or after the commencement date of this Lease.

29. ABANDONMENT OF PREMISES. Tenant shall not vacate or abandon the Leased Premises at any time during the term hereof; if Tenant shall abandon, vacate or surrender the Leased Premises, or be dispossessed by process of law or otherwise, any personal property belonging to Tenant and left on the Leased Premises shall be deemed to be abandoned, at the option of Landlord, except such property as may be encumbered to Landlord.

30. MAINTENANCE AND REPAIRS.

a. Tenant shall, during the term of this Lease and any renewal or extension thereof, at its sole expense, keep the interior and exterior of the Leased Premises in 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. Tenant shall maintain all portions of the Leased Premises in a clean and orderly condition, free of dirt, rubbish and obstructions. The Tenant shall perform regular service, routine maintenance, and general repairs. Tenant shall at Tenant's expense promptly remove all snow from the Leased Premises and shall remove snow from the roof of the building or buildings on the Leased Premises so often as is necessary to prevent the roof or roofs from leaking or collapsing or suffering structural damage.

b. Tenant shall repair, at its own expense, all damage or destruction of any plate or window glass in the Leased Premises and shall maintain adequate plate glass insurance at its own expense for the benefit of Landlord. If Tenant fails to repair the damage of any plate glass or window glass in the Leased Premises or fails or refuses to maintain adequate plate glass insurance for the benefit of Landlord, then Landlord may repair said damage or destruction or may insure the plate glass and charge the cost of such repairing or the cost of premium for the plate glass insurance to Tenant, and the amount thereof shall be deemed to be, and be paid as, additional rent by Tenant.

c. Major repairs and replacement other than said regular service and routine maintenance shall be performed by the Landlord, unless the major repairs and replacements resulted from the Tenant's negligence to perform regular service and routine maintenance or resulted from any other act or omission of Tenant. Tenant is responsible for keeping the pipes from freezing.

31. DEFAULT.

a. If 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 fails to comply with the terms and conditions of this Lease, or if a petition in bankruptcy or for an arrangement be filed by or against Tenant, or if Tenant 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 Tenant's 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 twenty (20) days after written notice thereof from Landlord to Tenant, or in the event that it shall be necessary for Landlord to give Tenant three (3) notices of default within any lease year, then it shall be deemed a "default" for the purposes of this Lease and 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 Leased Premises at such rental and upon such other terms and conditions as the Landlord in its sole discretion may deem advisable.

b. Landlord may then re-let the Leased Premises at such rental and upon such other terms and conditions as the Landlord in its 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 Leased 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 in their entirety on the first of the consecutive month on the date herein provided for the payment of rent.

c. 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. 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 the cost 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.

d. 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 from the Premises by any lawful means it deems necessary to protect its interest.

32. ATTORNEY'S FEES. If an action shall be brought to recover any rental under this Lease, of, for 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 Leased Premises the prevailing party shall be entitled to recover from the other party 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 shall institute an action against Tenant in which the Landlord, involuntarily and without cause, shall be made a party defendant, the Tenant 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.

33. 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.

34. WAIVER. The waiver by 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 any rent payment 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 rent so accepted, regardless of the Landlord's knowledge of such preceding breach at the time of acceptance of such rent. None of the terms, covenants or conditions of this Lease can be waived by either the Landlord or the Tenant except by appropriate written agreement duly executed by both of the parties hereto.

In addition to the foregoing, Tenant specifically agrees that, notwithstanding the fact that Landlord (or Landlord's contractor, employees or agents) may gratuitously make, or cause to be made, necessary repairs, maintenance, or snow and ice removal, whether on an intermittent basis, such actions shall not constitute a waiver or release of Tenant's duties hereunder to perform the same promptly as the same may be necessary, nor do such actions constitute an acceptance by Landlord of the duty to do the same.

35. FORCE MAJEURE. In the event that either party 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, pandemic, 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.

36. SURRENDER. The Tenant shall, on the last day of the term, or upon the sooner termination of the term of this Lease, peaceably and quietly surrender the Leased Premises to the Landlord, in a clean and orderly condition and any new buildings, structures, replacements, additions, or improvements constructed, erected, added or placed thereon by the Tenant shall be in as good condition and repair as when they were completed, with the natural wear and tear thereof excepted. The Tenant may at any time prior to or upon the termination of Lease or any renewal or extension thereof remove from the Leased Premises all trade fixtures and other personal property of the Tenant provided that such property is removed without substantial injury to the Leased Premises. Any such property not removed, shall, at the option of the Landlord, become the property of the Landlord.

37. TIME OF THE ESSENCE. Time is of the essence in this Agreement, and of each and every covenant, term, condition and provision hereof.

38. CONSTRUCTION OF LEASE. The language in all parts of this Lease shall in all cases be construed as a whole according to its fair market meaning and not strictly for or 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. The words "Landlord" and "Tenant," as herein used, shall include the plural as well as the singular, and 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 herein is held to be invalid or void by any court of competent jurisdiction, the invalidity of any such term, covenant, or condition shall in no way affect any other term, covenant, or condition herein contained.

39. BINDING EFFECT. All of the terms, conditions, and covenants of this Lease shall be binding upon and inure to the benefit of the parties hereto, their heirs, legal representatives, successors, and assigns.

40. REPRESENTATIONS. This Lease embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Lease shall affect, or be used to interpret, change or restrict, the express terms and provisions of this Lease.

41. EXCULPATION CLAUSE. In addition to any other provisions hereof regarding the exoneration or indemnification of Landlord, Landlord shall have absolutely no personal liability with respect to any provision of this Lease, or in the obligation or liability arising therefrom or in connection therewith, Tenant shall look solely to the insurance coverage or the equity of the Landlord or the then owner of the Leased Premises for the satisfaction of any remedies of Tenant in the event of any claimed breach by the Landlord of any of its obligations. Such exculpation of liability shall be absolute and without any exception whatsoever.

42. LAW; JURISDICTION; AND WAIVER OF JURY TRIAL. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the laws of the State of Wyoming, without giving effect to the conflict of law principles thereof. The parties also agree that the proper forum for any litigation arising under the terms of this Agreement shall be the state courts of the State of Wyoming, Ninth Judicial District. In the event Landlord should bring an action under the forcible entry and 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 right to a jury

trial and agrees that it will not demand a trial by jury in such event.

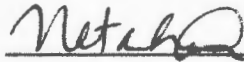
43. EXECUTION. This Lease may be executed in counterparts, each of which shall be an original. Electronic signatures, as well as signatures by scan or facsimile are deemed valid.

IN WITNESS WHEREOF, the parties have executed this agreement as indicated below, but shall be effective on the year and date first above-written

LANDLORD:

Kampai RE Holdings, LLC

By:

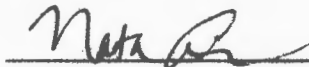
A handwritten signature in dark ink, appearing to read "Natalie Cross", is written over a horizontal line.

Natalie Cross, Authorized Signatory

TENANT:

Kampai Holdings, LLC

By:

A handwritten signature in dark ink, appearing to read "Natalie Cross", is written over a horizontal line.

Natalie Cross, Authorized Signatory

Issued by:

**WYOMING DEPARTMENT OF AGRICULTURE
CONSUMER HEALTH SERVICES
2219 CAREY AVE
CHEYENNE, WY 82002
EQUAL OPPORTUNITY IN EMPLOYMENT AND SERVICES**

Retail Food

ACCOUNT # 11334

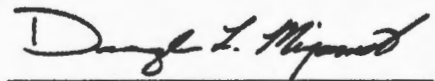
Whereas this party has made application for the licenses listed below in the State of Wyoming according to the law and agrees to comply with all laws, rules and regulations thereto, including the payment of all required fees, there is hereby issued to the applicant this license. This license is not transferable and, unless revoked, shall expire on the date indicated below.

Issued to:

**KAMPAI
175 CENTER ST
JACKSON, WY 83002**

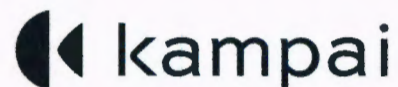
**KAMPAI HOLDINGS LLC
KAMPAI HOLDINGS LLC
PO BOX 12136
JACKSON, WY 83002**

**EXPIRATION DATE:
12/2/2022**



Director of Dept. of Ag

**THIS LICENSE MUST BE CURRENT
AND POSTED CONSPICUOUSLY
AT THE PHYSICAL LOCATION**



COLD DISHES | SOUP

sunomono* 12

cucumber, seaweed, scallop, sweet vinegar

gomae 9

spinach salad, sesame dressing

sake aburi* 25

seared salmon, lemongrass ponzu, wasabi salsa

tuna poke* 22

uzura, wonton chips

kanpachi* 24

amberjack, serrano chili, yuzu soy

wagyu tataki* 28

seared wagyu, aka kosho, garlic chips

miso soup* 6

tofu, wakame, scallions

ROLLS

john galt* 21

yellowtail, crispy garlic, grilled scallions, cilantro

harvest 18

spinach, avocado, mushroom, carrot

toro sumo* 24

fatty tuna, takuan, scallions

gros ventre* 27

shrimp tempura, avocado, topped with salmon, lemon

valhalla* 26

tempura negi, unagi, topped with avocado

crypto* 36

king crab tempura, avocado, topped with seared wagyu

FOR THE TABLE

edamame 6

salt

shishito peppers 10

yuzu, maldon salt

kinoko 18

mushroom tempura, seven spice, aji aoili

gyoza 25

wagyu and foie gras dumplings, balsamic soy

nanban 35

king crab tempura, yuzu dashi vinegar

nasu 15

broiled eggplant, yuzu miso

crispy brussels 14

tosazu, salmon caviar

sushi pizza* 30

assorted sashimi, crispy rice

karaage 19

shio-koji fried chicken, creamy spicy

gindara 32

miso marinated black cod, spinach, sesame

GRILLED WAGYU

snake river farms ribeye (6 oz) 60

crispy sweet onions, rosemary, black garlic soy

australian A3 * (3 oz) 60

cast iron seared with fingerling potatoes, caramelized mushroom, black garlic sauce

NIGIRI | SASHIMI PER PIECE

SASHIMI 2 PIECE MINIMUM

akami* | lean tuna 10

chutoro* | medium fatty tuna 11

o-toro* | fatty tuna 12

sake* | new zealand king salmon 6

masu* | ocean trout 7

kanpachi* | amberjack 8

hamachi* | yellowtail 7

tai* | sea bream 7

hotate* | scallop 6

ebi* | boiled shrimp 7

botan ebi* | spotted prawn 8

unagi | freshwater eel 7

ikura* | salmon roe 5

A5 wagyu beef* 12

foie gras 10

5 pc chef choice nigiri 32

10 chef choice sashimi 42

* Items are served raw or undercooked or may contain raw or undercooked ingredients. Consuming raw or undercooked meats, poultry, seafood, shellfish or eggs that may increase your risk of food-borne illness. Please inform us of any allergies or dietary restrictions.

COCKTAILS

the highball collection

the classic 16

whiskey, lemon, seltzer

berries and sherries 16

suntory toki, sherry, yuzu cordial, blackberry, seltzer

sakura sour 16

gin, aperol, pineapple, lime, egg white, matcha

the hot mango 16

altos chili tequila, mango
sriracha chili salt

corbet's backflip 16

vodka, yuzu, simple syrup

open sesame 18

sesame wyoming whiskey, cinnamon
cordial, angostura bitters

strawberry spritz forever 17

prosecco, strawberry, basil, aperol
lemon

WINE BY THE GLASS

sparkling

lambert de seyssel | "petit royal" | savoie, france

white

riesling | seehof | "elektrisch" | rheinhessen, de
sauvignon blanc | francis blanchet | "kriotine"
pouilly-fumé | loire, fr
chardonnay | liocco | "soco" | sonoma valley, ca

rosé

grenache | whispering angel | côtes de provence, fr

red

país | j. bouchon | "país viejo" | maule, ch
syrah | domaine des pierres sèches | ardèche, fr
pinot noir | benton lane | willamette valley, or
cabernet sauvignon | obsidian | lake county, ca

SAKE BY THE GLASS

bushido | ginjo genshu | way of the warrior draft

haiwa shuzo | nigori

shiokawa | junmai ginjo genshu | cowboy yamahai

tensei | junmai ginjo | song of the sea

kuheji | junmai daiginjo | eau du desir

konteki | junmai daiginjo | soul of the sensi

yuho | kimoto junmai yamahai | rhythm of the centuries

ginga shizuku | junmai daiginjo | divine droplets

akabu | junmai daiginjo | akabu junmai daiginjo

ginga shizuku | junmai daiginjo | silent stream

glass | carafe | bottle

12 | 22 | •

16 | 37 | 72

• | 44 | 88

20 | 45 | 85

22 | 50 | 95

• | 65 | 125

18 | 40 | 75

• | 95 | 183

37 | 86 | 157

• | • | 225

DRAFT & BOTTLED BEER

bottles + cans

asahi | lager | jp 7

roadhouse | family vacation | wy 7

roadhouse avarice & greed | wy 13

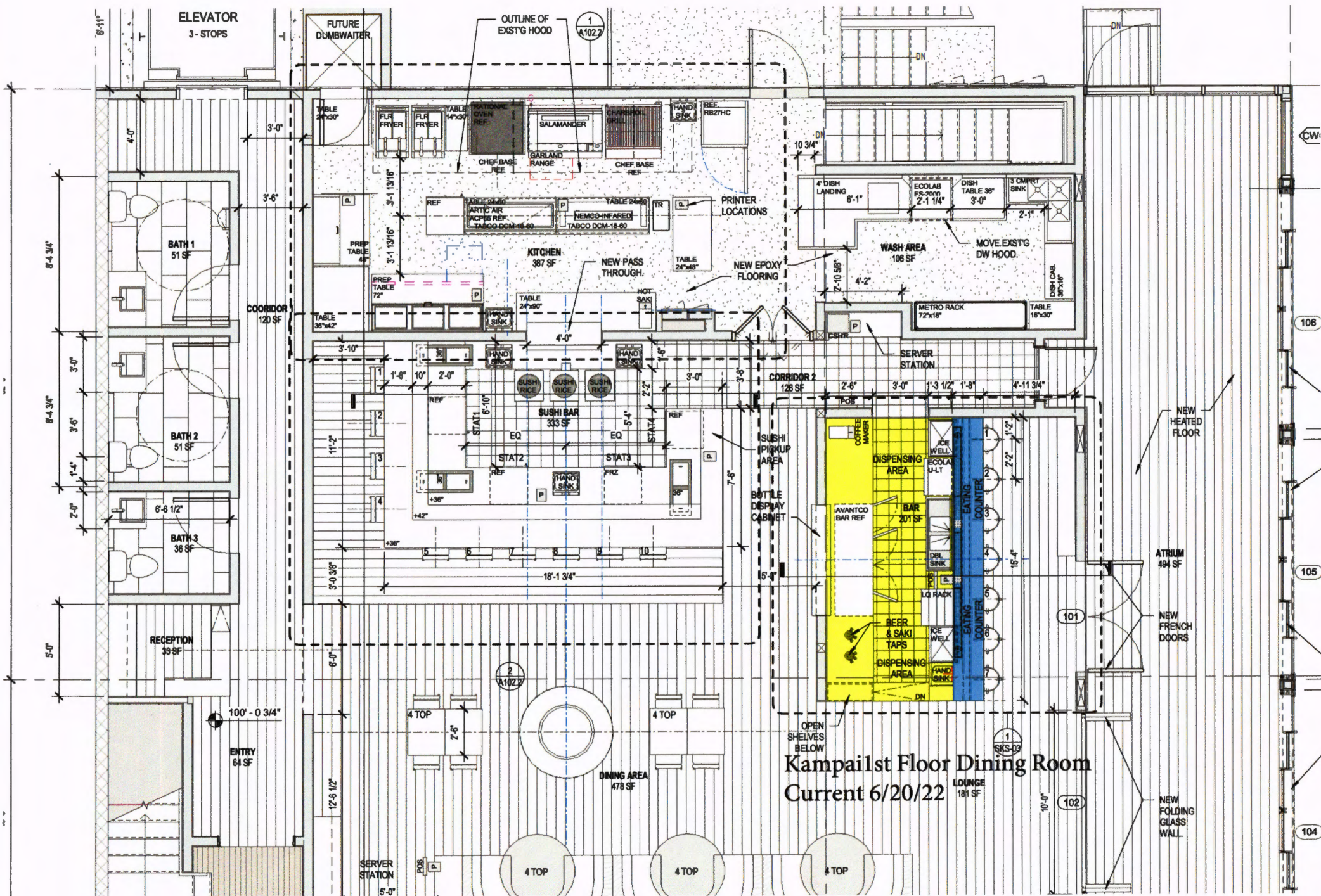
n/a athletic brewing | golden | ca 6

draft beers

roadhouse looseboots | ipa | wy 7

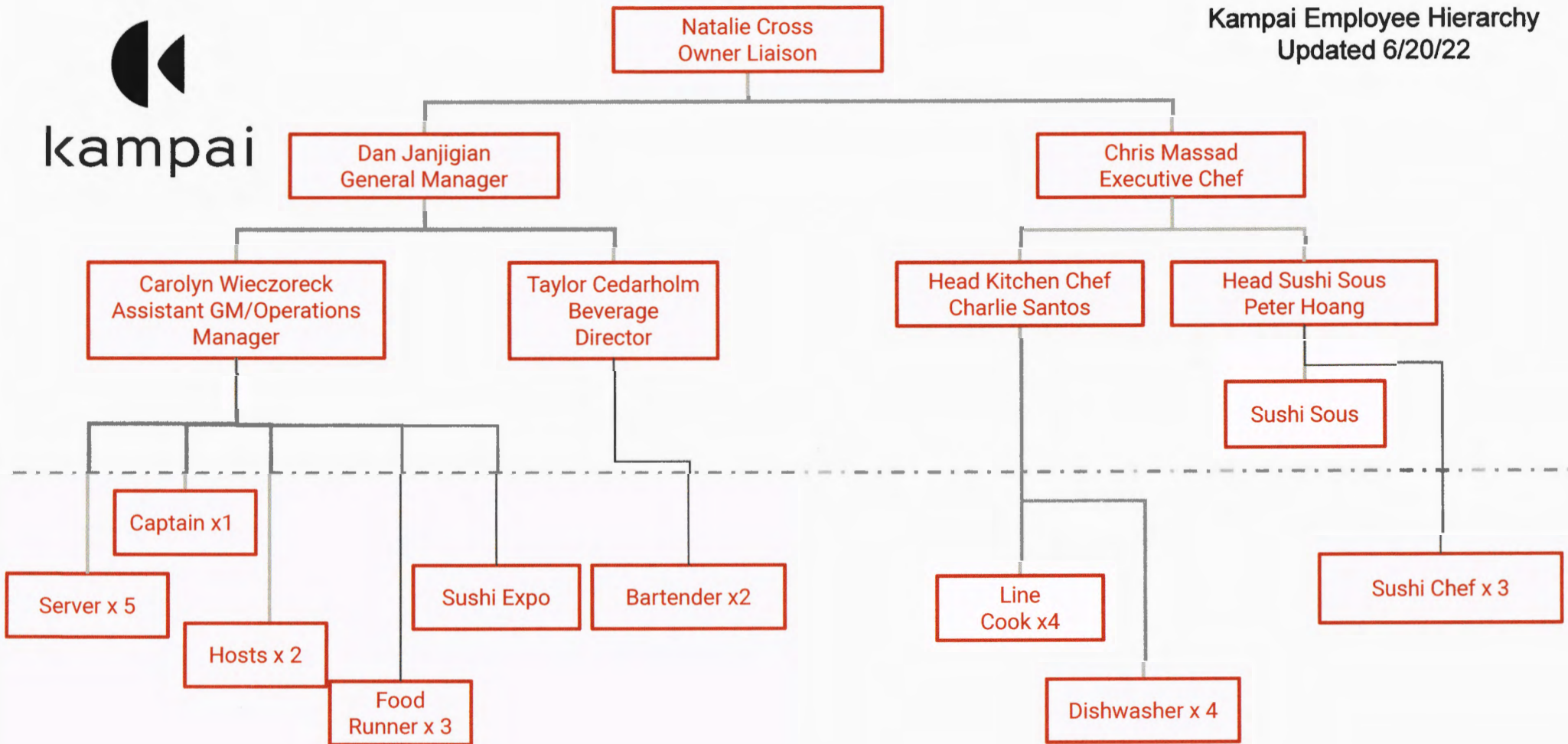
sapporo | lager | jp 7

melvin pilsnar | pilsner | wy 7





Kampai Employee Hierarchy
Updated 6/20/22



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

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
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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

Most Recent Annual Report Information

Type	Original	AR Year	2021
License Tax	\$993.20	AR Exempt	N
AR Date	10/8/2021 10:16 AM	AR ID	06762900
Web Filed	N		

Officers / Directors

Type	Name / Organization / Address
------	-------------------------------

Principal Address

[REDACTED]
Wilson, WY 83014

Mailing Address

PO Box 1001
Wilson, WY 83014

Annual Report History

Num	Status	Date	Year	Tax
06762900	Original	10/08/2021	2021	\$993.20

Principal Address 1 Changed From: [REDACTED]

Amendment History

ID	Description	Date
2021-003437165	Delinquency Notice - Tax	10/02/2021
See Filing ID	Initial Filing	10/01/2020

NEW OR TRANSFER
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:			Date filed with clerk:		
Annual Fee: \$ 1514 00			6 / 21 / 22		
Prorated Fee: \$ 945 73			Advertising Dates: (2 Weeks)		
Transfer Fee: \$			8/3/22 & 8/10/22		
Publishing Fee: \$ 100. 00			Hearing Date: 8 / 15 / 22		
Publishing Fee Direct Billed to Applicant: ☐					
License Term: 8 / 23 / 22 through 3 / 31 / 23					
Month Day Year 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: Rusty Parrot Lodge and Spa LLC			
Trade/Business Name (dba): Rusty Parrot Lodge and Spa d.b.a. Wild Sage			
Building to be licensed/Building Address: 175 N. Jackson Street			
Number & Street			
Jackson	Wyoming	83001	Teton
City	State	Zip	County
Local Mailing Address: PO Box 1657			
P.O. Box or Number & Street			
Jackson	Wyoming	83001	
City	State	Zip	
Local Business Telephone Number: (307) 733-2000 Fax Number: (307) 733-5566			
Business E-Mail Address: bharrison@rustyparrot.com			

FILING FOR	FILING IN (CHOOSE ONLY ONE)	FILING AS (CHOOSE ONLY ONE)
☒ NEW LICENSE	☒ CITY OF JACKSON	☐ INDIVIDUAL
☐ TRANSFER OF LOCATION	☐ COUNTY OF:	☐ PARTNERSHIP
		☐ LP/LLP
		☒ LLC
		☐ CORPORATION
☐ TRANSFER OWNERSHIP	☐ ASSIGNMENT LETTER ATTACHED	☐ LTD PARTNERSHIP
FORMERLY HELD BY:		☐ ORGANIZATION
		☐ OTHER

TYPE OF LICENSE OR PERMIT (CHOOSE ONLY ONE)		
RETAIL LIQUOR LICENSE	☐ RESTAURANT LIQUOR LICENSE	☐ MICROBREWERY
☐ ON-PREMISE ONLY (BAR)	☐ RESORT LIQUOR LICENSE	☐ WINERY
	☒ BAR AND GRILL	☐ DISTILLERY SATELLITE
☐ OFF-PREMISE ONLY (PACKAGE STORE)	LIMITED RETAIL (CLUB)	☐ WINERY SATELLITE
	☐ VETERANS CLUB	☐ COUNTY RETAIL/SPECIAL MALT BEVERAGE PERMIT
☐ COMBINATION ON/OFF PREMISE (BOTH BAR & PACKAGE STORE)	☐ FRATERNAL CLUB	
	☐ GOLF CLUB	
	☐ SOCIAL CLUB	

SPECIAL DESIGNATIONS		
☐ CONVENTION FACILITY	☐ GOLF CLUB	☐ RESORT
☐ CIVIC CENTER/EVENT CENTER/ PUBLIC AUDITORIUM	☐ GUEST RANCH	

To Assist the Liquor Division with scheduling inspections:		
OPERATIONAL STATUS		
☒ FULL TIME (e.g. Jan through Dec)	Specify months of your 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 6 AM to Midnight

ALL APPLICANTS MUST COMPLETE QUESTIONS 1- 4

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)
If Yes, please submit a copy of the lease and indicate:
(i) When the lease expires, located on page 1 of 2 paragraph 1.1 (2nd addendum) of lease.
(ii) The **Sales** provision for alcoholic or malt beverages is located, on page 2 paragraph 1.2 of lease.
(Lease **MUST** contain a provision for SALE OF ALCOHOLIC or MALT BEVERAGES.)
2. To operate your liquor business, have you assigned, leased, transferred or contracted with any other person (entity) to operate and assert total or partial control of the license and the licensed building? W.S. 12-4-601(b) ☐ YES ☒ NO
3. Does any manufacturer, brewer, rectifier, wholesaler, or through a subsidiary affiliate, officer, director or member of any such firm: W.S. 12-5-401, 12-5-402, 12-5-403
(a) Hold any interest in the license applied for? ☐ YES ☒ NO
(b) Furnish by way of loan or any other money or financial assistance for purposes hereof in your business? ☐ YES ☒ NO
(c) Furnish, give, rent or loan any equipment, fixtures, interior decorations or signs other than standard brewery or manufacturer's signs? ☐ YES ☒ NO
(d) If you answered **YES** to any of the above, explain fully and submit any documents in connection there within:

4. Does the **applicant** have any interest or intent to acquire an interest in any other liquor license issued by **this** licensing authority? W.S. 12-4-103(b) ☐ YES ☒ NO
If "YES", explain: _____

5. **BAR AND GRILL LICENSE OR RESTAURANT LICENSE:**

Have you submitted a valid food service permit or application? W.S. 12-4-413(a) ☒ YES ☐ NO

6. **RESORT LICENSE:**

- Does the resort complex:
- (a) Have an actual valuation of at least one million dollars, or have you committed or expended at least one million dollars (\$1,000,000.00) on the complex, excluding the value of the land? W.S. 12-4-401(b)(i) ☐ YES ☐ NO
- (b) Include a restaurant and a convention facility which will seat at least one hundred (100) persons? W.S. 12-4-401(b)(ii) ☐ YES ☐ NO
- (c) Include motel, hotel or privately owned condominium, town house or home accommodations approved for short term occupancy with at least one hundred (100) sleeping rooms? W.S. 12-4-401(b)(iii) ☐ YES ☐ NO
- (d) If no on question (c), have a ski resort facility open to the general public in which you have committed or expended not less than 10 million dollars (\$10,000,000.00)? W.S. 12-4-401(b)(iv) ☐ YES ☐ NO
- (e) Are you contracting/leasing the food and beverage services? W.S. 12-4-403(b)
1. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

7. **MICROBREWERY LICENSE:**

- Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) ☐ YES ☐ NO
- (a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT
☐ BAR AND GRILL ☐ WINERY
- (b) Do you self distribute your products? W.S. 12-2-201(a) ☐ YES ☐ NO
(Requires wholesale malt beverage license with the Liquor Division)

8. **WINERY LICENSE:**

- Will the license be held in conjunction with another liquor license? W.S. 12-4-412(b)(iii) ☐ YES ☐ NO
- (a) If "YES", please specify type: ☐ RETAIL ☐ RESTAURANT ☐ RESORT
☐ BAR AND GRILL ☐ MICROBREWERY

9. LIMITED RETAIL (CLUB) LICENSE:

FRATERNAL CLUBS W.S. 12-1-101(a)(iii)(B)

- (a) Has the fraternal organization been actively operating in at least thirty-six (36) states? ☐ YES ☐ NO
- (b) Has the fraternal organization been actively in existence for at least twenty (20) years? ☐ YES ☐ NO

10. LIMITED RETAIL (CLUB) LICENSE:

VETERANS CLUBS W.S. 12-1-101(a)(iii)(A):

- (a) Does the Veteran's organization hold a charter by the Congress of the United States? ☐ YES ☐ NO
- (b) Is the membership of the Veteran's organization comprised only of Veterans and its duly organized auxiliary? ☐ YES ☐ NO

11. LIMITED RETAIL (CLUB) LICENSE:

GOLF CLUBS W.S. 12-1-101(a)(iii)(D)/W.S. 12-4-301(e):

- (a) Do you have more than fifty (50) bona fide members? ☐ YES ☐ NO
- (b) Do you own, maintain, or operate a bona fide golf course together with clubhouse? ☐ YES ☐ NO
- (c) Are you a political subdivision of the state that owns, maintains, or operates a golf course? ☐ YES ☐ NO
1. Are you contracting/leasing the food and beverage services? W.S. 12-5-201(g) ☐ YES ☐ NO
2. If Yes, have you submitted a copy of the food and beverage contract/lease? ☐ YES ☐ NO

12. LIMITED RETAIL (CLUB) LICENSE:

SOCIAL CLUBS W.S. 12-1-101(a)(iii)(E)/W.S. 12-4-301(b):

- (a) Do you have more than one hundred (100) bona fide members who are residents of the county in which the club is located? ☐ YES ☐ NO
- (b) Is the club incorporated and operating solely as a nonprofit organization under the laws of this state? ☐ YES ☐ NO
- (c) Is the club qualified as a tax exempt organization under the Internal Revenue Service? ☐ YES ☐ NO
- (d) Has the club been in continuous operation for a period of not less than one (1) year? ☐ YES ☐ NO
- (e) Has the club received twenty-five dollars (\$25.00) from each bona fide member as Recorded by the secretary of the club and are club members at the time of this application in good standing by having paid at least one (1) full year in dues? ☐ YES ☐ NO
- (f) Does the club hold quarterly meetings and have an actively engaged membership carrying out the objectives of the club? ☐ YES ☐ NO
- (g) Have you filed a true copy of your bylaws with this application? ☐ YES ☐ NO
- (h) Has at least fifty one percent (51%) of the membership signed a petition indicating a desire to secure a Limited Retail Liquor License? (Petition Attached) ☐ YES ☐ NO

13. 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 ☐
				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.)

14. 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 Corpora te Stock Held	Have you been Convicted of a Felony Violation?	Have you been Convicted of a Violation Relating to Alcoholic Liquor or Malt Beverages?
Ron Harrison							
Brandon Harrison							
						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)

REQUIRED ATTACHMENTS:

- ☒ A statement indicating the financial condition and financial stability of the applicant W.S. 12-4-102(a)(vi).
- ☒ Attach any lease agreements (especially for resort / political subdivisions leasing out food & beverage services) W.S. 12-4-103 (a)(iii)/W.S. 12-4-403(b)/W.S. 12-4-301(e).
- ☐ If transferring a license from one ownership to another, a form of assignment from the current licensee to the new applicant authorizing the transfer W.S. 12-4-601(b).

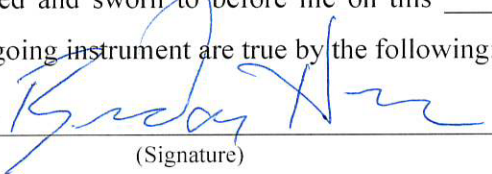
OATH OR VERIFICATION

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 21 day of June, 2022 that the facts alleged in the foregoing instrument are true by the following:

- 1) 
(Signature)

Brandon Harrison
(Printed Name)

member
Title
- 2) _____
(Signature)

(Printed Name)

Title
- 3) _____
(Signature)

(Printed Name)

Title
- 4) _____
(Signature)

(Printed Name)

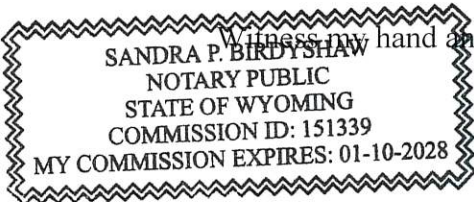
Title
- 5) _____
(Signature)

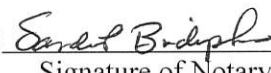
(Printed Name)

Title
- 6) _____
(Signature)

(Printed Name)

Title



Witness my hand and official seal: 
Signature of Notary Public

My commission expires: 1-10-2028

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:

Brandon Jededian Harrison
Legal Name: First Name Full Middle Name Last Name

Date of Birth [REDACTED] State / Number

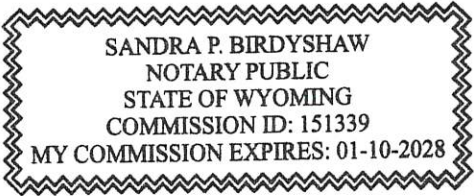
[Signature]
Applicant Signature

State of Wyoming)
County of Teton)ss

Subscribed and sworn to before me this 21 day of June, 20 22.

(SEAL)

Sandra P. Birdyshaw
Notary Public or officer authorized to administer oaths





06/21/2022

Bank of Jackson Hole
990 W. Broadway
Jackson, WY 83001

To Whom It May Concern:

This letter is to certify and serve as notification that Rusty Parrot Lodge and Spa, LLC (Harrison Hospitality, LLC) has been a client of the bank since 2020 and is and has been in good standing.

Rusty Parrot Lodge and Spa, LLC has a total combined balance [REDACTED]

If you require any further information or have any questions, please do not hesitate to contact me directly at 307-732-3041 or bmcdearman@bojh.com.

Sincerely,

Bryan McDearman
SVP, Commercial Loan Officer
307-732-3041

Bank of Jackson Hole 307-733-8064

PO BOX 7000, Jackson WY 83002

Commercial Lease Agreement

This Commercial Lease Agreement (the "Lease") is made and entered into to be effective as of January 1, 2017 (the "Effective Date"), by and between Harrison Hospitality Properties Limited Partnership, a Wyoming limited partnership, with a principal mailing address of PO Box 509, Jackson, Wyoming 83001 (the "Landlord"), and Rusty Parrot Lodge and Spa, LLC, a Wyoming limited liability company, with a principal mailing address of PO Box 509, Jackson, Wyoming 83001 (the "Tenant"), in accordance with the following:

Recitals:

A. Landlord is the owner of that certain real property and improvements located in Teton County, Wyoming, and more particularly described as follows (the "Leased Premises"):

Lots One (1), Two (2) and Three (3) of Block Four (4) of the Original Townsite of Jackson, Teton County, Wyoming, according to that plat recorded June 18, 1901, as Plat No. 100.

B. Landlord wishes to lease the Leased Premises to Tenant, and Tenant wishes to lease the Leased Premises from Landlord;

C. The parties hereto desire to enter into a written lease agreement providing the terms, covenants and conditions for the occupancy of Leased Premises by Tenant.

Lease:

Now, therefore, in consideration of the foregoing recitals, which are hereby reincorporated and made a part hereof by reference, together with the mutual covenants, agreements, undertakings and benefits to the parties herein, the parties agree as follows:

1.1. Term of Lease. The "Term" hereof shall be for a "Term" of five (5) years, commencing on the first (1st) day of January, 2017 (the "Commencement Date"), and terminating on the thirty-first (31st) day of December 2022 (the "Termination Date"), unless sooner terminated or longer extended under the provisions hereof.

1.1.1. Early Termination for Cause. Notwithstanding the foregoing, Landlord may terminate this Lease for cause with fifteen (15) days written notice to Tenant. For purposes of this paragraph, the term "cause" shall refer to any breach of a material provision hereof, which breach remains uncured by Tenant for a period of thirty (30) days following Tenant's receipt of written notification thereof.

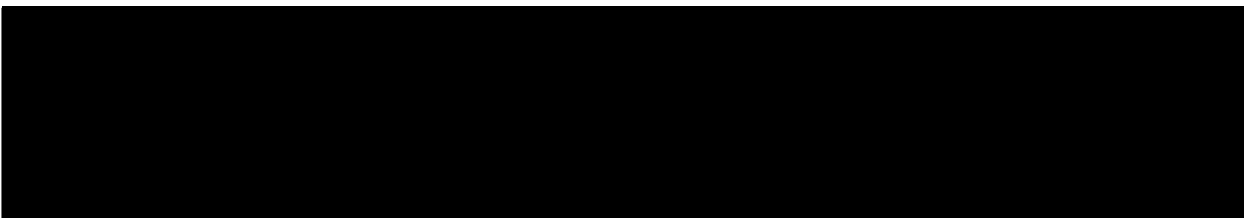
1.1.2. Lease Renewal. If this Lease shall be in force and effect as of the Termination Date, and Tenant shall on that date have fully complied with all the conditions contained herein, Tenant may elect to renew this Lease for two (2) additional Terms of five (5) years beginning with the expiration of such original Term. To exercise such election, Tenant shall give Landlord notice in writing of such election at least ninety (90) days prior to the Termination Date. The renewal Lease shall be upon all the same terms, covenants, and conditions hereof, excepting only the Base Rent. The Base Rent for such renewal term shall be a sum agreed to by both parties no later than sixty (60) days prior to the Termination Date; provided that, in no event shall the agreed upon Base Rent for any renewal term be any less than the Base Rent in effect as of the Termination Date.

1.2. Use of Leased Premises. The use of Leased Premises shall be restricted to those uses which are incidental or necessary to Tenant's operations as a luxury hotel, spa, event location,

and restaurant which sells and dispenses alcoholic and malt beverages within the Leased Premises, or any other uses which may be accepted by Landlord in writing from time to time during the Term hereof. 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, County of Teton 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, or which may create a nuisance. 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 hereof.

1.2.1. **Acceptance of Leased Premises.** Taking possession of Leased Premises by Tenant shall be conclusive evidence as against Tenant that such premises were in good and satisfactory condition when possession of same was taken. Tenant has inspected the Leased Premises and accept the same in "as is" condition, without relying on any representations or warranties of Landlord.

1.2.2. **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.



1.3.1. **Payment Terms.** All payments described herein shall be tendered in lawful United States currency, without any set-off or deduction whatsoever, made payable to Landlord at the address set forth in the introductory paragraph hereof, or at such other place as Landlord may designate in writing from time to time.

1.3.2. **Additional Payments.** Tenant shall also pay without notice, and without abatement, deduction or setoff, except as may otherwise be required by this Lease, as additional rent, all sums, taxes, assessments, costs, expenses and other payments which Tenant assumes or agrees to pay, and in the event of any non-payment thereof, Landlord shall have all rights and remedies provided herein, in addition to all other rights and remedies provided by law in the case of non-payment of rent.

1.3.3. **Late Payment Charges.** Tenant hereby acknowledges that late payments by Tenant to Landlord of rent or any 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 necessarily limited to, processing and accounting charges, legal fees and late charges which may be imposed on Landlord by the terms of any loan documents relating to loans of Landlord, or other commitments to which Landlord is a party. Accordingly, if any Monthly Rent Installment or any other sum due from Tenant shall not be received by Landlord or its designee within ten (10) days after such amount was due, Tenant shall pay Landlord a late charge equal to ten percent (10%) of such overdue amount compounded daily, without notice being required by Landlord. The parties hereto agree that such late charge represents a fair and reasonable estimation of the costs that Landlord will incur by reason of Tenant's late payment. Acceptance of such late charge together with the underlying overdue payment 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.

1.4. **Taxes and Assessments.** Tenant shall promptly pay when due all ad valorem property taxes associated with the Leased Premises, and any property taxes levied against its personal property, trade fixtures and other property placed by Tenant in, on or about the Leased Premises.

1.5. **Utilities.** Tenant shall maintain and pay for the use of all utility services to or used by and in connection with the Leased Premises. Tenant shall establish and maintain all utilities accounts in its name.

1.6. **Insurance.** Tenant shall maintain fire and extended "all-risk" coverage insurance upon the Leased Premise. Such insurance shall be maintained with an insurance company authorized to do business in Wyoming in an amount not less than five hundred thousand dollars (\$500,000.00) per person, one million dollars (\$1,000,000.00) per accident for bodily damage, and one hundred thousand dollars (\$100,000.00) for property damage during the Term hereof. 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 hereof except after fifteen (15) days written notice thereof to Landlord. Tenant shall maintain at its expense fire and extended coverage insurance on all of its personal property, including trade fixtures and on all additions and improvements made by Tenant not required to be insured by Landlord. In the event that Tenant should fail or neglect to obtain or maintain any of the insurance policies required under this section, Landlord shall have the right to obtain or maintain such policies on its own, and then charge all premium payments made by Landlord to Tenant, in addition to, and together with Tenant's monthly rent payments.

1.7. **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 and exterior of Leased Premises (including, without limitation, all electrical, plumbing 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 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 repair, at its own expense, all damage or destruction to any plate or window glass in the Leased Premises, and shall maintain adequate glass insurance at its own expense for the benefit of Landlord. If Tenant fails to repair the damage to any plate glass or

window in the Leased Premises, or fails or refuses to maintain adequate plate glass insurance for the benefit of Landlord, then Landlord may repair said damage or destruction or may insure the plate glass and charge Tenant for the cost of such repair or insurance as additional rent due hereunder. Tenant shall promptly notify Landlord in writing of any accident to, or defects with regards to the Leased Premises.

1.8. Landlord's Access. Landlord and its agents, employees or other representatives may enter the Leased Premises at any reasonable time after reasonable telephonic notice for the purpose of: a) inspecting the Leased Premises to ascertain Tenant's compliance with the terms and conditions hereof; 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 exhibit the Leased Premises for sale, lease or mortgage financing; or e) for any other reasonable purposes. If Tenant does not have its own telephone, or if Tenant fails to provide Landlord in writing with its telephone number, Tenant hereby agrees that Landlord shall be entitled to gain access to the Leased Premises without notice in the event of any circumstance, which in the sole and absolute discretion of Landlord, requires Landlord to promptly enter the premises.

1.9. 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 Leased Premises. 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 exercise of its rights under this paragraph, Landlord shall not unreasonably interfere with the conduct of Tenant's business. 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 permanent structure thereon and shall remain upon and be surrendered with the Leased Premises at the termination hereof by lapse of time or otherwise.

1.10. 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. 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 hereof (including, without limitation, the covenant to pay rent).

1.11. 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 Town of Jackson.

1.12. Trade Fixtures. Trade fixtures installed by Tenant in the Leased Premises shall remain the property of Landlord and shall not be removable at any time by it on or before the termination hereof by lapse of time or otherwise. Lighting fixtures, whether or not installed by Tenant, shall not be removable at the expiration or earlier termination hereof, and shall become the sole property of Landlord.

1.13. Tenant's Covenants. Tenant covenants that it shall:

1.13.1. 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 Leased Premises;

1.13.2. Give to Landlord prompt written notice of any accident, fire or damage occurring on or to the Leased Premises;

1.13.3. Keep the Leased Premises sufficiently heated to prevent freezing of pipes, waterlines and fixtures;

1.13.4. Keep the Leased Premises orderly, clean, sanitary and free from objectionable odors and insects, vermin, pets, pests or nuisances;

1.13.5. 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 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 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;

1.13.6. Repay Landlord, as additional rent, on demand, all sums disbursed or deposited by Landlord pursuant to the provisions of this section, including Landlord's costs, expenses and reasonable attorneys' fees incurred by Landlord in connection therewith;

1.13.7. Obtain and maintain in force the liability insurance required hereby;

1.13.8. Permit no one other than employees, agents, servants and business invitees to remain in or loiter upon the Leased Premises;

1.13.9. 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;

1.13.10. Permit no waste upon the Leased Premises or any other nuisance or other act which may disturb the quiet enjoyment of any other tenant in the building or within two hundred (200) feet of Leased Premises;

1.13.11. Shall not do or suffer to be done anything objectionable to the insurance companies, whereby the liability 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 their insurance premiums;

1.13.12. Indemnify and save Landlord harmless as required herein; and

1.13.13. Arrange for the loading and unloading of goods to be done only at such times, in the areas, and through such entrances as may be designated for such purpose by Landlord.

1.14. **Landlord's Covenants of Quiet Enjoyment.** Landlord covenants that 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 hereof, unless specifically provided to the contrary herein.

1.15. **Abandonment of Leased Premises.** If Tenant shall abandon or vacate the Leased Premises before the Termination Date, 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, and if a sufficient sum shall not be realized from such re-letting each month to equal the monthly rental under the provisions hereof, then Tenant agrees to pay such deficiency.

1.16. **Surrender of Leased Premises.** As of the Termination Date Tenant shall surrender the leased premises to Landlord in as good a condition as it was 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 hereof, and including, but not necessarily limited to, flooring, wall paneling, ceiling tiles, and light fixtures. Any personal property remaining in the Leased Premises following the expiration or termination hereof shall be deemed to be the property of Landlord.

1.17. **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 agents, visitors, licensees, invitees or sub-tenants, and the Leased Premises are not thereby rendered untenable 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 untenable 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 untenable. If, by reason of such occurrence, the Leased Premises shall be rendered wholly untenable, 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 hereof by reason of such abatement. Notwithstanding the foregoing provisions, if the Leased Premises shall be rendered wholly untenable 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 hereof 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 guests, invitees, agents, licensees or sub-tenants, there shall be no apportionment or abatement of rent during the Term hereof.

1.18. Tenant's Property. Tenant shall be responsible for and shall pay before delinquency all municipal, county or state assessments during the Term of this Lease against any leasehold interest or personal property of any kind, owned by or placed in, upon or about the Leased Premises by Tenant. 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 or in the building of which it forms a part. All property of Tenant or its subtenants kept or stored on the Leased Premises shall be so kept or stored at the risk of Tenant and its subtenants 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,

1.19. Default by Tenant. If Tenant should vacate or abandon the Leased Premises, or if Tenant shall fail to pay any part of the rent herein provided or any other sum required by this Lease to be paid to 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 it 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, or in the event that it shall be necessary for Landlord to give Tenant three (3) notices of default within any lease year, then Landlord may either terminate this Lease or reenter the Leased Premises by summary proceedings or otherwise, remove all persons and property from the Leased Premises without liability to any person for damages sustained by reason of such removal, and re-let the Leased Premises at such rental and upon such other terms and conditions as Landlord, in its sole discretion, may deem advisable. In such event, Tenant shall remain liable for the Monthly Rental Installments reserved in this Lease, plus the reasonable costs of obtaining possession of and re-letting the Leased 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 Leased 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, Landlord may at any time thereafter elect to terminate this Lease for such previous breach. Should Landlord at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the Leased 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 Landlord shall be cumulative and no one

exclusive of any other remedy conferred herein or by law. If Tenant is in default, Landlord may prevent removal of property from the Leased Premises by any lawful means it deems necessary to protect its interest.

1.20. **Waiver of Breach.** The waiver by 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 Landlord shall not be deemed a waiver of any preceding breach by Tenant of any term, covenant or condition hereof, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of acceptance of such rental. None of the terms, covenants or conditions hereof can be waived by either Landlord or Tenant except by appropriate written agreement duly executed by both of the parties hereto. In addition to the foregoing, Tenant specifically agrees that, notwithstanding the fact that Landlord (or Landlord's contractor, employees or agents) may gratuitously make, or cause to be made, necessary repairs, such actions shall not constitute a waiver or release of Tenant's duties hereunder to perform the same promptly as the same may be necessary, nor do such actions constitute an acceptance, by Landlord, of the duty to do the same.

1.21. **Attorneys' Fees.** If an action shall be brought to recover any rental 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 recover from Tenant, as part of Landlord'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.

1.22. **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 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. If any person not a party to this Lease shall institute an action against Tenant in which Landlord, involuntarily and without cause, shall be made a party defendant, Tenant shall indemnify and save Landlord harmless from all liabilities by reason thereof, including reasonable attorney's fees and all costs incurred by Landlord in such action.

1.23. **Notices.** Any notices required or permitted to be given in writing 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 in the introductory paragraph hereto. Such notices shall be deemed given upon mailing of same.

1.24. **Miscellaneous.**

1.24.1. Time is of the essence.

1.24.2. The parties may execute a short-form memorandum hereof in recordable form which may, at either party's option, be placed of record in the Teton County real estate records.

1.24.3. 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.

1.24.4. The language in all parts hereof 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 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. 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.

1.24.5. 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.

1.24.6. It is understood and agreed by and between the parties that Tenant shall be entitled to enter onto the premises from and after the commencement date.

1.24.7. This Lease and its provisions shall be construed and enforced in accordance with and pursuant to governing Wyoming law.

1.24.8. Tenant may not set off against rent or other sums due any claims that Tenant has or thinks it has against Landlord.

1.24.9. This Lease may be executed in multiple counterparts, each of which shall be deemed to be an original.

1.24.10. Tenant shall at any time upon not less than fifteen (15) 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), 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 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 premises. Failure to provide such certificate shall constitute a material breach hereof.

1.24.11. 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 in the event 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.

1.24.12. 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 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.

1.24.13. 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 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 the event that Landlord and Tenant have agreed to any other terms, conditions or provisions not contained in this Lease, such other terms, conditions or provisions, shall be set forth in an addendum to this Lease, which addendum shall be signed and dated by the parties hereto.

1.24.14. This Agreement may be executed in one or more counterparts, each of which shall constitute an original hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Lease to be effective as of the Effective Date.

Landlord:

Tenant:



Harrison Hospitality Properties Limited
Partnership, a Wyoming limited partnership
By: 2600, LLC, a Wyoming limited liability
company, Manager
By: Ronald H. Harrison, Manager



Rusty Parrot Lodge and Spa, LLC
A Wyoming corporation
By: Ronald H. Harrison, Manager

Second Addendum & Extension to Commercial Lease Agreement

This Second Addendum & Extension to Commercial Lease Agreement (this "Second Addendum") is made and entered into to be effective as of June 17, 2022 (the "Effective Date"), by and between Harrison Hospitality Properties Limited Partnership, a Wyoming limited partnership, with a principal mailing address of PO Box 509, Jackson, Wyoming 83001 (the "Landlord"), and Rusty Parrot Lodge and Spa, LLC, a Wyoming limited liability company, with a principal mailing address of PO Box 509, Jackson, Wyoming 83001 (the "Tenant"), in accordance with the following:

Recitals:

A. Landlord and Tenant previously entered into that certain Commercial Lease Agreement which became effective as of January 1, 2017 (the "Commercial Lease"), and which Commercial Lease is hereby incorporated and made a part hereof by reference. Capitalized terms not defined herein shall have the meaning attributed to them in the Commercial Lease.

B. Landlord, at the request of Tenant, agreed to modify the Commercial Lease by way of that Addendum to Commercial Lease Agreement dated March 1, 2019 (the "First Addendum"), to include the Additional Property, as defined in the First Addendum.

C. Capitalized terms not defined herein shall have the meanings attributed to them in the Commercial Lease and in the First Addendum.

D. The Leased Premises were substantially consumed by an accidental fire on November 18, 2020, rendering the Leased Premises untenable, and as more particularly set forth in Section 1.17 of the Commercial Lease.

E. Subsequent to the fire, Landlord and Tenant have been working together to redevelop the Leased Premises into a usable structure, and anticipate completing this work in the fall/winter of 2022.

F. Pursuant to the terms of the Commercial Lease, the original Term was to expire on December 22, 2022, but Tenant was granted two (2) additional renewal terms of five (5) years each, pursuant to the provisions of Section 1.1 of the Commercial Lease.

G. Given the destruction of the Leased Property and Tenant's inability to maintain its operations thereon, Landlord and Tenant wish to modify the Term of the Lease as provided for herein.

Lease:

Now, therefore, in consideration of the foregoing recitals, which are hereby reincorporated and made a part hereof by reference, together with the mutual covenants, agreements, undertakings and benefits to the parties herein, the parties agree to amend the Commercial Lease and First Addendum as follows as follows:

1) **Term of Lease.** Section 1.1 of the Commercial Lease is hereby amended by deleting it in its entirety and replacing with the following language:

1.1. **Term of Lease.** The "Term" hereof shall be for a "Term" of seven (7) years, commencing on the first (1st) day of January, 2017 (the "Commencement Date"), and terminating on the thirty-first (31st) day of December 2024 (the "Termination Date"), unless sooner terminated or longer extended under the provisions hereof.

1.1.1. **Early Termination for Cause.** Notwithstanding the foregoing, Landlord may terminate this Lease for cause with fifteen (15) days written notice to Tenant. For purposes of this paragraph, the term “*cause*” shall refer to any breach of a material provision hereof, which breach remains uncured by Tenant for a period of thirty (30) days following Tenant’s receipt of written notification thereof.

1.1.2. **Lease Renewal.** If this Lease shall be in force and effect as of the Termination Date, and Tenant shall on that date have fully complied with all the conditions contained herein, Tenant may elect to renew this Lease for two (2) additional Terms of five (5) years beginning with the expiration of such original Term. To exercise such election, Tenant shall give Landlord notice in writing of such election at least ninety (90) days prior to the Termination Date. The renewal Lease shall be upon all the same terms, covenants, and conditions hereof, excepting only the Base Rent. The Base Rent for such renewal term shall be a sum agreed to by both parties no later than sixty (60) days prior to the Termination Date; provided that, in no event shall the agreed upon Base Rent for any renewal term be any less than the Base Rent in effect as of the Termination Date.

2) **Further Effect.** Except as expressly modified herein to the contrary, all of the terms, provisions and conditions of the Commercial Lease, as modified by the First Addendum, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Addendum to be effective as of the Effective Date.

Landlord:

Tenant:

RON HARRISON

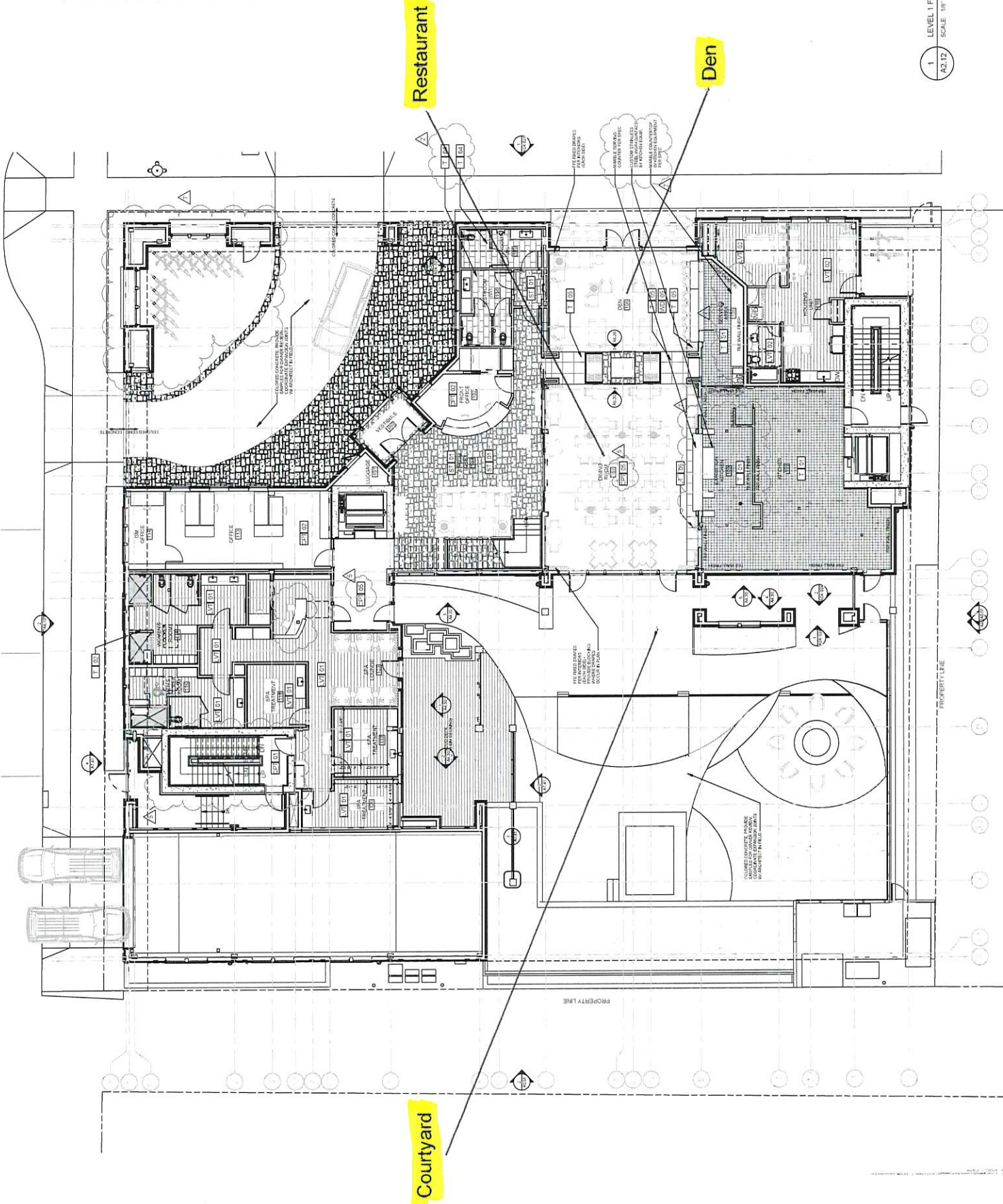
Harrison Hospitality Properties Limited
Partnership, a Wyoming limited partnership
By: 2600, LLC, a Wyoming limited liability
company, Manager
By: Ronald H. Harrison, Manager

RON HARRISON

Rusty Parrot Lodge and Spa, LLC
A Wyoming corporation
By: Ronald H. Harrison, Manager

FINISH PLAN GENERAL NOTES:

1. ALL INTERIORS SHALL HAVE CLASS A FIRE RATING
2. ANY DISCREPANCIES, OMISSIONS, OR CONFLICTS SHALL BE PROCEEDING WITH ANY WORK IN QUESTION OR ORDERING
3. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL DIMENSIONS AND APPROPRIATE QUANTITY OF MATERIALS
4. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FOR ALL MATERIALS
5. FLOORING MATERIALS FOR REVISION AND APPROVAL
6. FLOORING MATERIALS FOR REVISION AND APPROVAL
7. FLOORING MATERIALS FOR REVISION AND APPROVAL
8. FLOORING MATERIALS FOR REVISION AND APPROVAL
9. FLOORING MATERIALS FOR REVISION AND APPROVAL
10. ALL PORCELAIN TILE GROUT LINES JOINTS SHALL BE 1/8" OR AS MANDATED BY MESH BRACKING APPROVED BY
11. ALL PORCELAIN TILE GROUT LINES JOINTS SHALL BE 1/8" OR AS MANDATED BY MESH BRACKING APPROVED BY
12. ALL PORCELAIN TILE GROUT LINES JOINTS SHALL BE 1/8" OR AS MANDATED BY MESH BRACKING APPROVED BY
13. GROUT LINES OF SAME FLOOR AND WALL TILES SHALL ALIGN



FLOOR PLAN GENERAL NOTES:

1. SEE ASSEMBLY SHEETS AT 1, 1'-1/2" X 1'-1/2" FOR WALL PARTITION LOCATIONS AND CONSTRUCTION DETAILS.
2. SEE ASSEMBLY SHEETS AT 1, 1'-1/2" X 1'-1/2" FOR STRUCTURAL LOCATIONS AND BEING IN THE CASE OF ANY COLLISIONS, ARCHITECT IMMEDIATELY OF ANY DISCREPANCIES BEFORE PROCEEDING WITH ASSOCIATED WORKING DESIGN SCHEDULES.
3. SEE ASSEMBLY SHEETS AT 1, 1'-1/2" X 1'-1/2" FOR CONSTRUCTION SCHEDULES FOR ALL WALL, FLOOR, AND CEILING FINISH INFORMATION.
4. SEE ASSEMBLY SHEETS AT 1, 1'-1/2" X 1'-1/2" FOR CONSTRUCTION SCHEDULES FOR ADDITIONAL INFORMATION.
5. SEE ASSEMBLY SHEETS AT 1, 1'-1/2" X 1'-1/2" FOR CONSTRUCTION SCHEDULES FOR ADDITIONAL INFORMATION.
6. AT WALLS INDICATED ON PLANS AS FLARED WALLS, OMIT INTERIOR COVELEDGE AND GIVE FROM INDICATED PARTITION FACE OF GAB WITH ADJACENT WALLS.
7. AT WALLS INDICATED ON PLANS AS FLARED WALLS, OMIT INTERIOR COVELEDGE AND GIVE FROM INDICATED PARTITION FACE OF GAB WITH ADJACENT WALLS.
8. AT FLOOR SLAB EDGES, ALTERNATE FACE OF WALL ABOVE WITH FACE OF SLAB.
9. AT FLOOR SLAB EDGES, ALTERNATE FACE OF WALL ABOVE WITH FACE OF SLAB.
10. AT FLOOR SLAB EDGES, ALTERNATE FACE OF WALL ABOVE WITH FACE OF SLAB.
11. AT FLOOR SLAB EDGES, ALTERNATE FACE OF WALL ABOVE WITH FACE OF SLAB.
12. AT FLOOR SLAB EDGES, ALTERNATE FACE OF WALL ABOVE WITH FACE OF SLAB.
13. AT FLOOR SLAB EDGES, ALTERNATE FACE OF WALL ABOVE WITH FACE OF SLAB.
14. AT FLOOR SLAB EDGES, ALTERNATE FACE OF WALL ABOVE WITH FACE OF SLAB.
15. AT FLOOR SLAB EDGES, ALTERNATE FACE OF WALL ABOVE WITH FACE OF SLAB.
16. AT FLOOR SLAB EDGES, ALTERNATE FACE OF WALL ABOVE WITH FACE OF SLAB.
17. AT FLOOR SLAB EDGES, ALTERNATE FACE OF WALL ABOVE WITH FACE OF SLAB.
18. AT FLOOR SLAB EDGES, ALTERNATE FACE OF WALL ABOVE WITH FACE OF SLAB.
19. AT FLOOR SLAB EDGES, ALTERNATE FACE OF WALL ABOVE WITH FACE OF SLAB.
20. AT FLOOR SLAB EDGES, ALTERNATE FACE OF WALL ABOVE WITH FACE OF SLAB.

Revisions and Revisions	
2020.02.01 DEVELOPMENT PERMIT	
2020.02.01 ARCHITECTURAL SET	
2020.02.01 PRICING SET	
2020.07.30 CD FINAL AND PRICING SET	
2020.08.18 CD PERMIT SUBMISSION	
2020.09.01 TO PERMIT SUBMISSION	
2020.11.07 FINAL CD	
2020.12.15 CD ADDENDUM	
2021.01.15 CD PERMIT SUBMISSION	
2021.04.15 AS #7	
2021.04.15 AS #7	

RUSTY PARROT LODGE

175 N. JACKSON ST.
JACKSON, WY 83001

PROJECT NO.
20007

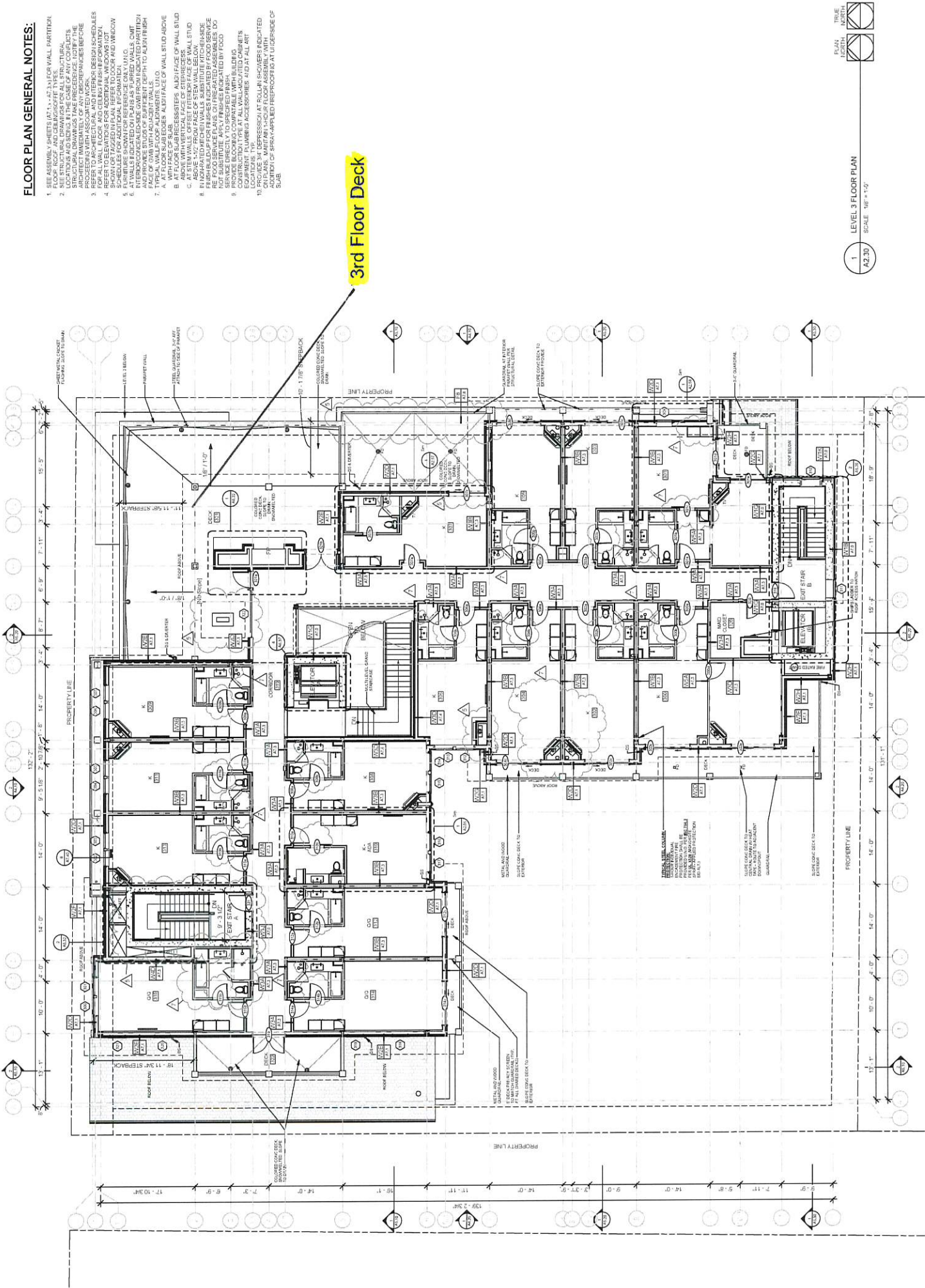
SHEET TITLE

LEVEL 3 FLOOR PLAN

SCALE: As indicated

A2.30

DATE: 11/07/2020
BY: [Signature]
CHECKED: [Signature]
APPROVED: [Signature]



3rd Floor Deck

1 LEVEL 3 FLOOR PLAN
A2.30 SCALE: 1/8" = 1'-0"



Rusty Parrot Renderings Areas Designated for Potential Alcohol Consumption

1) Courtyard Area



2) 3rd floor Deck



3) Restaurant



4) Den



From: Sara Budge
Sent: Tuesday, June 7, 2022 11:57 AM
To: Lynsey Lenamond; Edward Browne
Cc: Kat Bratz
Subject: Rusty Parrot Inn

Hello Lynsey

Ed has contacted us to let us know that he is working on a liquor license.

This email is to convey that the Rusty Parrot is working with Teton County Environmental Health to obtain a Wyoming Food License. We will license them after the pre-opening inspection when they have all equipment in place and operating and are ready to open to the public. This usually occurs a day or two before they open.

Please reach out with any questions.

--

Sara Budge, REHS
Environmental Health Supervisor
307-732-8490
<http://www.tetoncountyywy.gov/168/Environmental>



E-Mail to and from me, in connection with the transaction of public business, is subject to the Wyoming Public Records Act and may be disclosed to third parties.

EXAMPLE MENU FOR WILD SAGE ONCE OPEN

STARTERS

CURRY EGGPLANT SOUP

CILANTRO/ COCONUT

JUMBO LUMP CRAB CAKE

KING CRAB/ BROWNED BUTTERMILK/ GREEN TOMATO

MIXED GREENS

STRAWBERRIES/ MACERATED CHERRIES/ MARCONA ALMONDS

BABY ROOT VEGETABLE SALAD

WATERCRESS/ HONEY LIME DRESSING/ FLAXSEED

POTATO GNOCCHI

HAZELNUTS/ HOUSE MUSTARD/ BROCCOLINI

PAN SEARED FOIE GRAS

SHRIMP DUMPLING/ COCONUT

ENDIVE CAESAR SALAD

WATERCRESS/ SOFT BOILED EGG/ BOQUERONE PANINI

ENTREES

CHICKEN BREAST*

RISOTTO/ CORN/ MADEIRA JUS

VEAL OSSO BUCO*

HOMEMADE PASTA/ TOMATO/ SEASONAL VEGETABLES

ALASKAN HALIBUT*

ENGLISH PEAS/ WILD MUSHROOMS/ POMMES MAXIME

WAGYU BEEF FILET*

TRUFFLE MILLE-FEUILLE/ ASPARAGUS/ PEPPERCORN JUS

LAMB LOIN*

SUMMER SQUASH/ SWEET PEPPERS/ BLACK OLIVE OIL

DRY AGED DUCK*

DUCK CONFIT/ CANNELLINI BEANS/ CHARD

BISON SHORT RIBS

YAM/ BROCCOLINI/ CARAMELIZED ONION

“*Consuming raw or undercooked MEATS, POULTRY, SEAFOOD, SHELLFISH, or EGGS (such as hamburger cooked to order, sushi, oysters on the half shell or raw egg Caesar salad) may increase your RISK of foodborne illness, especially if you have certain medical conditions.”

DESSERT AT THE WILD SAGE

FLOURLESS CHOCOLATE TORTE
CHOCOLATE GLAZE/POMEGRANATE

CARROT CAKE
ORANGE CURD/HAZELNUTS
CARAMELIZED WHITE CHOCOLATE

BERRY COBBLER
WHISKEY & CINNAMON ICE CREAM

RASPBERRY TART
HAZELNUTS/FRESH RASPBERRIES
RASPBERRY JAM

COFFEE
RUSTY PARROT LODGE PROUDLY BREWS SNAKE RIVER ROASTING COMPANY ORGANIC COFFEE
REGULAR/DECAF COFFEE 3
ESPRESSO 4
DOUBLE ESPRESSO 5
CAPPUCCINO/LATTE 5
FIX CHOCOLATE MARTINI 14
WYOMING COFFEE 12
MORRIGAN ESPRESSO MARTINI 14

Answers to Town of Jackson Plan of Operation – Bar & Grill License

What year did your business open?

1990

Are you open year-round?

Yes

Provide sales tax numbers for the last three years:

***Due to the fire that occurred I have listed the last 3 years we were most recently in operation**

2017

2018

2019

the date of closure due to fire.

What is the percentage of employees that live locally?

We have an established track record of enabling our teammates to become long-term contributing members of our community. At the date of our last operation, 92% of our team lived in the Town of Jackson or in the Jackson Hole valley within Teton County, WY. The remaining 8% chose to live in Alpine or Victor/Driggs and commute into Jackson.

Provide the number of parking spaces your business has:

A considerable component of our redevelopment is a transition from surface parking to underground parking. We will have 40 total spaces in the underground parking garage. In addition to the underground parking, we are credited with 6 street parking spaces along Jackson and Gill streets.

Are you located near a bus stop or parkways system?

We are located conveniently near the Miller Park Transfer station, a major hub for the START public transportation system.

Have you been involved in community events or public service? Describe:

Over the duration of the Harrison family's ownership of the Rusty Parrot, involvement in the community has always been of foremost importance – we care deeply about the health, wellbeing, and vitality of our community. The Harrison family has actively supported many different community organizations through volunteer board member service, donation of gift certificates for dinner or overnight stays, donation of our facilities for events, contributions to capital fund campaigns, ongoing donations to the operating budgets, or simply as active members, participants, and supporters. The list of community organizations we support is long and evolving, and includes organizations that support physical and mental health, local non-profits, land preservation, the arts, and business and tourism.

- Community Foundation of Jackson Hole: Board member since 2015
- Community Foundation of Jackson Hole: Old Bill's Fun Run Co-Challenger level donor
- Community Counseling Center: Co-chair of capital campaign and 9-year full term board member
- Teton Free Clinic: Helped get legislation passed that allowed the formation of the free medical clinic and served on its board.
- Art Association of Jackson Hole: Current Vice Chair, board of directors
- Grand Teton National Park Foundation: Resource Committee member, fundraising contributions for Jenny Lake trail reconstruction, and school section purchase.
- Grand Teton Music Festival: Board of Directors, Executive Committee, and Strategic Planning Committee
- Grand Teton Music Festival: Co-Founder with Eiji Oue, started Music in the Hole free outdoor 4th of July concert and was the founding sponsor for 10 years.
- Jackson Hole Land Trust: Prior member, Board of Directors
- Jackson Hole Land Trust: Pioneered a direct donation campaign of 1% of room sales to protect open spaces.
- Center for the Arts: Capital campaign donor

- Astoria Park Conservancy: Capital campaign donor
- National Museum of Wildlife Art: Rungius Society member donors
- Jackson Hole Central Reservations: Board service and help guide policies around air service which led to the formation of Jackson Hole Air Improvement Resources.

Describe your company structure and leadership team:

The Harrison Family has owned and operated the Rusty Parrot Lodge & Spa since its inception in 1990, there are no ownership interests outside the family.

Harrison Hospitality Properties LP owns the real estate assets and leases the property to Rusty Parrot Lodge and Spa, LLC.

Rusty Parrot Lodge and Spa, LLC is the operating company which leases the location from Harrison Hospitality Properties LP. Rusty Parrot Lodge and Spa LLC, runs both the lodging and foodservice operations doing business as the Wild Sage Restaurant.

Ron Harrison is the founder and General Partner of Harrison Hospitality Properties.

Brandon Harrison is the managing member of Rusty Parrot Lodge and Spa, LLC with responsibilities including directing the redevelopment project, and the General Manager of both the lodging and dining operations. The Body Sage Spa is operated onsite by Heidi Harrison.

We have retained key staff leaders throughout the redevelopment period who will provide additional continuity of operations and familiar guest experience upon reopening.

Describe the nature of your business.

The Rusty Parrot Lodge has been part of the local community for 30+ years providing world renowned service to guests from both near and far. A fire in November 2019 resulted in the complete loss of the building. The new Rusty Parrot Lodge will retain the same sense of intimacy in scale, with a modest increase in room count from 32 to 40. The Body Sage Spa and the Wild Sage restaurant will return with their same commitment to excellence. Construction is currently in progress on the replacement structure, with completion in April of 2023. The expected reopening date is likely to be in the Spring of 2023 and we are excited to announce that we will start taking reservations this fall.

As this business transitions to the second generation of family ownership and its second physical structure, the business will continue evolve to compete in the rapidly changing marketplace while still remaining true to our heritage. Since our inception, we have continually elevated the art of hospitality in Jackson Hole.

Our product is a hospitality experience which encompasses our guests entire experience within the destination. Our product does not begin or end at our doorstep but continuously involves our community and ecosystem. We consider it an honor and a privilege to ensure that our guests have life enhancing experiences while visiting our magical valley. By engaging relationships between our local business partners, we facilitate activities for our guests that simultaneously align their expectations, fulfill their aspirations, and broaden their horizons.

Under the Wild Sage, our food and beverage operation will retain its historical focus upon reopening. As a fine dining establishment, we are well known for our experience where our creative culinary team utilized the highest quality, local ingredients to craft a meal worthy of the most special occasions. Served in a quiet environment and in an unhurried manner, our dining experience creates the opportunity for the conversation with companions to be as memorable as the food.

Describe products to be provided (including alcohol)

The Wild Sage Restaurant will provide the food and beverage service in all locations within the property. Locations are described more thoroughly below and include the dining room, bar, courtyard, elevated decks, room service, and minibars. Dayparts are primarily breakfast and dinner but may expand to include lunch in the future. The menu style will remain full service fine dining with categories such as starters/entrees/sides/desserts.

Our alcohol service program will include a Wine Spectator rated wine list, a carefully curated selection of cocktails, premium alcohol, and beer and malt beverages with an emphasis on local breweries and distilleries.

Describe your target market

The target market for our food and beverage operation includes three primary categories: 1) Overnight guests of the Rusty Parrot Lodge, 2) Locals, and 3) Other visitors. Accommodating our hotel guests with the opportunity for an exceptional dining experience is critically important to the lodging experience. Variety is the spice of life, and our concierge staff actively encourage our guests to also experience the breadth of great local offerings by booking reservations for them at other establishments. This affords us the capacity and opportunity to host guests from outside the hotel. Our most cherished customers are the locals who trust us to host them for their memorable occasions, whether they aspire for a once-a-year anniversary dinner or are devoted regulars and can join us more frequently. We are also proud to host other visitors to the valley to ensure that we do our part in exceeding their expectations of the Jackson Hole experience.

Our target demographics are varied and diverse and include: Leisure travelers with flexible schedules looking for authentic experiences and traveling outside peak periods. Romantic partners strengthening relationships through travel. Small multigenerational groups creating bonds where grandparents can include grandkids in their bucket list adventures. Lifelong friends traveling together for outdoor recreation. Business travelers doing work with new local industries that are essential in diversifying our local economy.

While our quality level requires that our customers be financially capable, we appeal most to the hard-working, self-made, down-to-earth community. Neither are we the destination for the hard-partying college age consumer, nor do we embrace glitz or target the celebrity and influencer crowd.

We are the destination for those looking for a relaxed, quiet, and beautifully appointed setting. A place for those who desire somewhere to "have a chat," an after-dinner drink, or even talk business in a quiet and unassuming setting that currently does not exist in the downtown area of Jackson. We have always been known for our service and western hospitality -- a small, quiet lodge where friends and family can get together for an unforgettable meal.

What is the official building capacity?

According to the plans the Occupant Load is as follows:

Level 0 occupant load = 122

Level 1 occupant load = 268

Level 2 occupant load = 56

Level 3 occupant load = 41 (including outdoor private area)

Total indoor occupant load = 487 (There is potential for 180 additional people when the outside area is included)

Describe frequent events or gatherings held on your property or will be held?

Our business model focuses on providing opportunities for small parties, couples, great friends, and close family members to engage with each other. We avoid hosting larger groups so that our intimately sized gathering spaces are not overwhelmed, and we can continue to maintain the expectations of the individual traveler.

Events have historically been limited to the hosting of board retreats, small cocktail parties for local non-profits, occasional wine pairing dinners, and limited small group gatherings such as baby shower brunches.

With enhanced public areas, we will expand our events programming with a focus on educational presentations such as wildlife photography and etiquette, local history and current culture, and backcountry safety and awareness. Entertainment will focus on ambiance enhancement and may consist of acoustic artists performing within our public areas.

You will be selling a high addiction product; how will you be involved in the community to address that?

The character of the environment we create with our experience lends itself to the responsible enjoyment of alcoholic beverages. The prioritized bases of our experience have and always will be company, conversation, comfort, food, and drink. Our service environment has never been, and will never be, conducive to abusive consumption. The thoughtful preparation and professional presentation of quality alcoholic beverages can be an enhancing element to a social gathering. We will also offer a variety of alcohol-free craft beverages prepared and served with the same quality and care.

Training is the foundation which our service has been built upon. All staff involved in the preparation or serving of food and alcohol will undergo TIPS (Training for Intervention Procedures) training for serving alcohol. A report by The Community Preventive Services Task Force found that responsible beverage service training for owners and managers leads to positive changes in establishment practices, including promoting food and non-alcoholic beverages, denying service to intoxicated customers, conducting regular meetings with the staff, and arranging alternate transportation for intoxicated customers. Additionally, training servers has shown increases in offering of food and water, delays in service to obviously intoxicated patrons, and increases in explaining house policies, resulting in fewer drinks consumed and lower blood alcohol. Our trainings will continue to follow best practices for ensuring the responsible consumption of alcohol, including checking ID cards for underage appearing patrons, identifying and responding to early signs of excessive consumption, using service practices to reduce likelihood of excessive consumption, identifying intoxicated patrons and refusing to serve them, and arranging transportation for those who should not be driving.

While our priority is to ensure safe and responsible consumption, we recognize that alcohol addiction is a problem in many communities, including our own. Through our service to and support of the Community Foundation of Jackson Hole and the Community Counseling Center, we believe that these two organizations are immensely valuable to the overall mental health of our community and pledge to continue supporting them as they develop relevant future initiatives.

Describe the process to order alcohol and how it is delivered?

Our service standards, our clientele expectations, and industry rating certifications require a level of hospitality service at the locations identified below which includes the availability of light refreshments and a variety of alcoholic and non-alcoholic beverages served. Given that the Resort liquor license is not available to small properties, regardless of their service level, and if we are not awarded the Retail liquor license then the Bar & Grill license would be critical to our ability to develop these service offerings in order to efficiently and consistently deliver the services that are expected from our clientele.

All orders will be placed with a member of the restaurant service staff either in person, over the phone or mobile app then input to a point-of-sale system. The order will be prepared in designated areas, delivered by service staff and the ticket may be settled to a room charge or as a cash or credit card sale.

- **Restaurant service:** As in the past, customers will be able to order a wide selection of wines, cocktails and malt beverages. These will be ordered at the table with the order being taken by a TIPS trained server. Wine service will consist of either bottle service or by the glass. Either option will be poured and delivered by the staff and placed on the table in-front of the guest.
- **Den / Bar area service:** There will be a designated bar area in the Rusty Parrot to cater to anyone looking to get an alcoholic beverage regardless of whether they are dining with us or not. This area will be located just off the main lobby and will consist of a small bar that will serve from the same wine list available at the restaurant. For those seeking a beer, there will be options from a bottle, a can, or a small selection of beers on tap. A selection of premium alcohol such as single malt Scotch and whiskey, sipping tequila will also be available to the customers. Guests will be able to relax either at the bar or in one of several comfortable chairs situated with in the room. A bartender will staff the bar area and serve across the bar.
- **Outdoor patio / courtyard service:** A large patio will be available to our guests with full bar service as well as the opportunity to order some lighter fare. All egresses will be through monitored areas of the hotel to control everything coming in and out of the property to insure no open alcohol leaves the premises.
- **Deck Service:** Similar to the patio there will be outdoor seating available on two decks located off the third floor. There will be one larger deck capable of host 30+ people and a smaller deck. Both will be serviced by trained staff and will require anyone leaving the property to leave through a monitored area to ensure nothing uncontrolled leaves the property.

- **Concierge's Social Hour:** We will host a late afternoon program as an opportunity for both in-house and outside guests to socialize and reminisce on the activities of the day. This event is similar to a happy hour but hosted by concierge staff with a focus on providing insight into our authentic local culture and activities.
- **Room Service:** Room Service will be available for hotel guests with ordering via room telephone or mobile app. All alcohol will be poured in designated areas and delivered by trained employees through the service elevator in delivery carts. Picnic style lunch and breakfast grab and go offerings may also be made available to hotel guests.
- **The Body Sage Spa:** The new Body Sage Spa will be within the main building of the Rusty Parrot. Alcohol is discouraged during body treatments, which promote body health. On occasion, the spa may host an event which may include alcoholic beverages served by trained employees.

Do you plan to serve alcohol outside on a deck or patio? If so include a sketch or site plan showing the outside area.

Yes, the construction currently in progress includes a variety of decks and patios such as would typically be found in a larger Resort property.

If so, describe the physical characteristics of the outside area:

The new Rusty Parrot Lodge and Spa will have a large fenced in "courtyard." The hotel will be in an "L" shape with the courtyard being located between the two wings and six-foot exterior fences completing the rectangle. There will also be two outdoor decks located on the top floor. One of these decks will overlook Jackson street with the second on the other side of the hotel. Ingresses and egresses will be through the hotel to ensure appropriate control of hotel guests, restaurant diners, and those gathering for a drink. A sitemap has been attached to this package to better illustrate the planned layout.

What is your plan to keep customers from leaving with open alcohol containers?

We will not serve in disposable cups or allow transfer to to-go cups. Alcoholic beverages will only be served in high-quality reusable glassware which will be easily identifiable, and the economic expense of replacement incentivizes their retention on property. We will inform guests of the current rules regarding partially consumed wine and reseal bottles as required/allowed. All entrances will be monitored by trained employees as well as security camera systems. All public areas necessitate customers exiting through areas controlled by the restaurant and hotel staff.

From: [Sara Budge](#)
To: [Lynsey Lenamond](#); ebrowne@rustyparrot.com
Cc: [Kat Bratz](#)
Subject: Rusty Parrot Inn
Date: Tuesday, June 7, 2022 11:57:20 AM

Hello Lynsey

Ed has contacted us to let us know that he is working on a liquor license.

This email is to convey that the Rusty Parrot is working with Teton County Environmental Health to obtain a Wyoming Food License. We will license them after the pre-opening inspection when they have all equipment in place and operating and are ready to open to the public. This usually occurs a day or two before they open.

Please reach out with any questions.

--

Sara Budge, REHS
Environmental Health Supervisor
307-732-8490
<http://www.tetoncountywy.gov/168/Environmental>



E-Mail to and from me, in connection with the transaction of public business, is subject to the Wyoming Public Records Act and may be disclosed to third parties.

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	Rusty Parrot Lodge and Spa, LLC, A Wyoming Limited Liability Company		
Filing ID	2001-000428170		
Type	Limited Liability Company	Status	Active

General Information

Old Name		Sub Status	Current
Fictitious Name		Standing - Tax	Good
		Standing - RA	Good
		Standing - Other	Good
Sub Type	Flexible Limited Liability Company		
Formed in	Wyoming	Filing Date	12/24/2001 12:00 AM
Term of Duration	Perpetual	Delayed Effective Date	
		Inactive Date	

Principal Address

PO Box 509
Jackson
Jackson, WY 83001

Mailing Address

PO Box 1657
Jackson, WY 83001

Registered Agent Address

Ronald H Harrison
175 North Jackson
P O Box 1657
Jackson, WY 83001

Parties

Type	Name / Organization / Address
------	-------------------------------

Notes

Date	Recorded By	Note
------	-------------	------

Filing Information



Please note that this form CANNOT be submitted in place of your Annual Report.

Name Rusty Parrot Lodge and Spa, LLC, A Wyoming Limited Liability Company

Filing ID 2001-000428170

Type Limited Liability Company Status Active

Most Recent Annual Report Information

Type	Original	AR Year	2021
License Tax	\$162.40	AR Exempt	N
AR Date	11/30/2021 2:50 PM	AR ID	06949144
Web Filed	Y		

Officers / Directors

Type	Name / Organization / Address
------	-------------------------------

Principal Address

PO Box 509
Jackson
Jackson, WY 83001

Mailing Address

PO Box 1657
Jackson, WY 83001

Annual Report History

Num	Status	Date	Year	Tax
00559795	Original	01/24/2003	2002	\$50.00
00592824	Original	10/30/2003	2003	\$50.00
00640359	Original	11/24/2004	2004	\$50.00
00685788	Original	11/10/2005	2005	\$50.00
00739462	Original	11/16/2006	2006	\$62.82
00819715	Original	10/24/2007	2007	\$50.00
Principal Address 1 Changed From: P.O. Box 4158 To: 175 N Jackson St				
Principal Postal Code Changed From: 83001-4158 To: 83001				
00932739	Original	10/29/2008	2008	\$50.00
Principal Address 1 Changed From: 175 N Jackson St To: PO Box 509				
01095913	Original	12/30/2009	2009	\$50.00
01254063	Original	12/14/2010	2010	\$50.00
01476473	Original	01/30/2012	2011	\$50.00
01760220	Original	12/24/2012	2012	\$50.00
01922975	Original	11/01/2013	2013	\$50.00
02141663	Original	12/08/2014	2014	\$61.26
02353358	Original	11/08/2015	2015	\$50.00
02639273	Original	11/02/2016	2016	\$50.00

Filing Information



Please note that this form CANNOT be submitted in place of your Annual Report.

Name Rusty Parrot Lodge and Spa, LLC, A Wyoming Limited Liability Company

Filing ID 2001-000428170

Type Limited Liability Company Status Active

03160756	Original	11/22/2017	2017	\$153.16
03911812	Original	10/22/2018	2018	\$73.55
05115967	Original	10/08/2019	2019	\$50.00
05996131	Original	11/24/2020	2020	\$85.00
06949144	Original	11/30/2021	2021	\$162.40

Principal Address 3 Changed From: No value To: Jackson

Amendment History

ID	Description	Date
2014-001675024	Delinquency Notice - Tax	12/02/2014
2012-001404880	Delinquency Notice - Tax	12/02/2012
2011-001279901	Delinquency Notice - Tax	12/02/2011
2010-000909429	Delinquency Notice - Tax	12/02/2010
2009-000802421	Delinquency Notice - Tax	12/02/2009
See Filing ID	Initial Filing	12/24/2001

From: noreply@civicplus.com
To: [Town Council](#)
Subject: Online Form Submittal: Email the Town Council
Date: Wednesday, August 3, 2022 9:27:28 AM

Email the Town Council

Email Content: Hello Council Members,
We are writing to urge you to award the retail liquor license to Pearl Street Market at the upcoming hearing. Pearl Street Market is a locally owned grocery store that provides a very necessary service to our town as the only in town grocery store. Additionally, they generously support numerous community groups, including the Jackson Hole Stingrays, a vital organization not only to my family, but many others in our town as well. Pearl Street Market is a wonderful store, but would be elevated by offering wine and spirits, thus becoming a one stop shopping experience.

Sincerely,
Eric and Sarah Wilson

Your Name: Eric Wilson

Your Company Name: *Field not completed.*

Your Phone Number: 3076903615

Your Email Address: sarahz28@hotmail.com

Your City: Jackson

Your State: WY

Your Zip Code: 83002

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Town Council](#)
Subject: Online Form Submittal: Email the Town Council
Date: Wednesday, August 3, 2022 2:24:08 PM

Email the Town Council

Email Content: August 3, 2022

Dear Jackson Town Counsel,

We would like to strongly recommend the Jackson Pearl Street Market for your upcoming available retail liquor license. We have lived in town for almost thirty-five years. I have worked for The Learning Center and for Teton Valley Ranch Camp, until I became disabled. My husband worked for Fire EMS as the chief electrical inspector for 19 years. Now that I am in a wheelchair, we rely on Pearl Street Market for most of our shopping needs. It is a full range grocery store with everything except the convenience of the wine, beer, etc., sales. Pearl Street Market (PSM) is easily accessible from my wheelchair. The store is open year round, seven days a week and there is ample parking available, handicapped and regular. PSM is the only store conveniently located right in the center of town. We shop there regularly, as they always have everything we need, from fresh fruits, vegetables, meats to cleaning supplies to dry goods. It is a complete shopping stop, other than not being able to purchase alcoholic beverages. Having spirits there would serve the needs of the people in the center of town who now have to now drive from one side or the other of town to be able to get to a liquor store. That proves to be a problem, especially when traffic gets so heavy.

Please consider Pearl Street Market for their liquor license.
Thank you for your consideration on this matter.

Your Name: Nick and Carolyn Ryan

Your Company Name: *Field not completed.*

Your Phone Number: 307-733-4899

Your Email Address: cdnjryan@hotmail.com

Your City: Jackson

Your State: Wyoming

Your Zip Code: 83001

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Town Council](#)
Subject: Online Form Submittal: Email the Town Council
Date: Wednesday, August 3, 2022 2:54:31 PM

Email the Town Council

Email Content: Hello,
I am writing today in hopes that you will issue a liquor license to Pearl Street Market. They would be a worthy recipient to hold the license and sell packaged alcohol. They are the only grocery store/market in the valley who doesn't have the ability to sell beer/wine/liquor (Smiths, WF, Albertsons, Creekside, etc) and I think it would very much complement the offerings at PSM.
Thank you for your consideration and service.
Best,
Hillary Munro

Your Name: hiliary munro

Your Company Name: *Field not completed.*

Your Phone Number: 3074133253

Your Email Address: hiliarymunro@gmail.com

Your City: Jackson

Your State: WY

Your Zip Code: 83001

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Town Council](#)
Subject: Online Form Submittal: Email the Town Council
Date: Wednesday, August 3, 2022 3:41:23 PM

Email the Town Council

Email Content:

Dear Town Council,

Pearl Street Market has been a fixture of the downtown Jackson landscape for years. I live and work in town and believe a liquor license would be very convenient for shoppers but would allow the owners to provide other offerings.

This corner is one of the busiest in town both for foot and drive traffic. Please consider!

Greg Prugh
307.413.2468

Your Name: Greg Prugh

Your Company Name: Prugh Real Estate

Your Phone Number: 3074132468

Your Email Address: g@prugh.com

Your City: Jackson

Your State: WY

Your Zip Code: 83001

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Town Council](#)
Subject: Online Form Submittal: Email the Town Council
Date: Thursday, August 4, 2022 2:32:47 PM

Email the Town Council

Email Content: Hello Mayor Hailey Morton Levinson & Town Council,
I am writing to express why Pearl Street Market is a worthy recipient to hold a license to sell packaged alcohol. One - Pearl Street supports Old Bill's Fun Run every year. They are such a great community partner. Two - I would directly benefit from this added service to their already amazing neighborhood market. The convenience of being able to swing by on my way home from work to grab the perfect bottle of wine to go with dinner would add a little value to my life so please consider this license.

Thank you,
Suzanne Rees

Your Name: Suzanne Rees

Your Company Name: Community Foundation of Jackson Hole

Your Phone Number: 3373448309

Your Email Address: srees@cfjacksonhole.org

Your City: Jackson

Your State: WY

Your Zip Code: 83001

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Town Council](#)
Subject: Online Form Submittal: Email the Town Council
Date: Friday, August 5, 2022 4:59:26 PM



Email the Town Council

Email Content:

Dear Town Council,

I am reaching out today to express my interest in Pearl Street Market as a recipient to hold a liquor license and sell packaged alcohol. Now that I have moved my office in town (and not at the Hub on Gregory), I am a more frequent user of the food and beverage amenities that the town offers. Pearl Street Market is centrally located, easy to walk to, but also has parking if needed; all perks of a successful, local wine/beer shop.

Like you all, Pearl Street Market has been supporting Hole Food Rescue throughout the years. Our volunteers pick up excess food at this location and at Aspens Market once a week for the last several years. In addition, they support us financially through the Jackson Hole Food and Wine Festival. It has always been a pleasure to work with Mike Reid and his team.

Thank you for your consideration.

Best,
Hannah

Your Name: Hannah Cooley

Your Company Name: Hole Food Rescue

Your Phone Number: 3072013010

Your Email Address: hannah@holefoodrescue.org

Your City: Jackson

Your State: Wyoming

Your Zip Code: 83001

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Town Council](#)
Subject: Online Form Submittal: Email the Town Council
Date: Monday, August 8, 2022 3:12:15 PM

Email the Town Council

Email Content:

Dear Town Council,
I'm writing in regards to the upcoming liquor license that will be selected on August 15th. I feel that Pearl Street Market is well deserving of the license as they are an important and busy grocery store in the downtown area. The store is also extremely generous with various non-profits in Town and the County, including the Center for the Arts and Dancer's Workshop.

Dan Visosky
P.O. Box 6938
Jackson, WY 83002
307-690-6979
dan@danvisosky.com

Your Name: Dan Visosky

Your Company Name: *Field not completed.*

Your Phone Number: 307-690-6979

Your Email Address: dan@danvisosky.com

Your City: Jackson

Your State: WY

Your Zip Code: 83001

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [Town Council](#)
Subject: Online Form Submittal: Email the Town Council
Date: Wednesday, August 10, 2022 9:43:50 AM

Email the Town Council

Email Content:

Dear Mayor Levinson and Town Council Members,

I am writing in support of Pearl Street Market receiving a retail liquor license to be used for its location at 40 W Pearl Ave.

The ownership, management group and employees of Pearl Street Market have gone through great lengths to update this wonderful, and only, grocery location in the heart of Jackson to serve both locals and tourists. As an east Jackson resident with an office located nearby, I frequent the establishment regularly and often hear the surprise of tourists wondering why the grocery store doesn't sell beer or wine to go.

Sincerely,

Matthew A. Confer
Jackson, WY 83001

Your Name: Matt Confer

Your Company Name: *Field not completed.*

Your Phone Number: *Field not completed.*

Your Email Address: mconfer@rpk3law.com

Your City: Jackson

Your State: Wyoming

Your Zip Code: 83001

Email not displaying correctly? [View it in your browser.](#)

STAFF REPORT



Meeting Date:	August 15, 2022	Meeting Title:	Workshop
Submitting Department:	Community Development	Presenter:	Susan Scarlata
Agenda Item:	Sustainable Strategies Grant Consultants	Public Comment:	Yes

Purpose & Policy Considerations.

For Town Council to consider criteria for approaching grant opportunities and learn about Sustainable Strategies' 'Resource Roadmap,' a path for our community to find and secure additional resources.

Requested Action.

To affirm the three priority areas that staff has established for Sustainable Strategies to continue its work.

Recommendations.

Staff recommends that Town Council consider the priorities for pursuing grant opportunities and discuss the roadmap that grant consultants Sustainable Strategies created for our community.

Background.

With the unprecedented levels of federal funding currently available, Town Council directed staff to contract with an experienced agency to work on securing federal grant monies for our community. Staff brought forth and Council supported a contract with Sustainable Strategies DC. In July, Sustainable Strategies' Denver team spent two full days meeting with Department Directors and community partners to learn about the needs, challenges, and opportunities facing our community. The result of these meetings is the creation of a 'Resource Roadmap' specifically tailored to our community, which Sustainable Strategies is presenting today. At each meeting Town staff made it clear that the service and support the Town of Jackson is extending to our partners is for up-front grant writing. Should grant monies for partner projects be secured, the Town will be a pass through only, and will not be able to provide staff time, continued support, or help with reporting. Those responsibilities will fall to recipients named in the grant. Currently, Sustainable Strategies is contracted for a year, and will continue to monitor grant opportunities as they arise and share progress with Town Council at regular intervals.

Analysis.

While Town departments and community partners are thrilled to have skilled, professional grant writers with the knowledge and connections to guide us through federal grant processes, the Town is also understaffed, so it is a necessity to outline criteria for what Sustainable Strategies pursues. Staff has determined the following priorities, listed in order of importance, for the consultant team, staff, and partners to keep in mind when considering grant opportunities.

- **Priority #1:** Support for Town projects already underway that could use further funding. These should be projects that are already in Work Plans and have staff hours assigned to them.
- **Priority #2:** Support for projects involving community agencies that do not require any hours from Town staff.
- **Priority #3:** Support for new projects if they relate to Town Council's priorities and could include requests for additional staff or consultants to work, oversee, and administer the grant project.

Going forward, Sustainable Strategies (S2) will keep these priorities in mind as they approach the range of grants they will write and submit on our community's behalf. Our contract with S2 has already been somewhat unique for them as many other states already distributed federal ARPA funds that were directed to states, but Wyoming only recently released its parameters and processes for distributing these funds, which have deadlines in August and September. To

ensure we did not miss these potential opportunities, shortly after meeting with our team, Sustainable Strategies went to work immediately and is currently working on the following grants.

[Wyoming Office of State Lands & Investments Water & Sewer ARPA Grants | Due August 12](#) – Applicants can apply for up to \$7.5 million with 15% required match. Sustainable Strategies team worked with Floren Poliseo, Director of Public Works, on a couple of applications to this program for top priority water and sewer projects.

[Wyoming Outdoor Recreation Grant Program | Pre-Apps Due August 30](#) – Wyoming Office of Outdoor Recreation is awarding funding for public outdoor recreation projects throughout the state of Wyoming for up to \$749,000 with a 10% required match. Sustainable Strategies team is actively working with Steve Ashworth, Parks and Recreation Director on compiling an application for a new shower facility adjacent to the Recreation Center.

[Wyoming Department of Health Capital Construction and Provider Relief Grant | Due September 1](#) – Applicants can seek up to \$500,000 for Type I – Capital Improvements and/or Type II Provider Relief grants. These grants can be used for projects that aim to maintain vital public health services. Sustainable Strategies team is actively working on an application with the Teton County Health Department.

[USDA Composting & Food Waste Reduction Pilot Grants | Due September 1](#) – Offers up to \$300,000 with a 25% matching requirement to assist local governments with projects that develop and test strategies for planning and implementing municipal compost plan and food reduction plans. Sustainable Strategies is actively working with Brenda Ashworth from Integrated Solid Waste Recycling on grant application.

[US DOT Safe Roads & Streets for All | Due September 15](#) – The SS4A program funds up to \$1 million (80/20 match) for the development of a “Comprehensive Safety Action Plan” to prevent roadway deaths and serious injuries. Sustainable Strategies is working with Town and County staff and local partners to finalize a scope and begin work on an application.

[Local Government Projects ARPA Grant Program](#) – This yet-to-be-announced program recently had draft rules approved at a special meeting of the SLIB Board. This program has \$50,000,000 available to local governments for ARPA-eligible projects.

Possible Alternatives.

None.

Comprehensive Plan & Priority Alignment.

Work with Sustainable Strategies aligns well with the Comprehensive Plan. Applying for additional resources is a major strategy to be able to achieve our vision for stewarding our ecosystem, managing growth, and maintaining the great quality of life our residents and visitors enjoy. Potential grants will help support wildlife and natural resources; make strides toward climate sustainability; maintain Town as the heart of the region; create and maintain workforce housing; support multimodal transportation; and continue to provide top quality services.

Fiscal Impact.

Sustainable Strategies has an annual contract with the Town of Jackson, which is accounted for in the current fiscal year budget.

Staff Impact.

Currently, Community Development staff is providing general administrative support for this contract. Other staff members are pulled in for projects that relate to their department, field, or expertise. The Interim Town Manager plans

to continue to monitor grant opportunities with a consideration of the potential staff impact to attempt to avoid signing the Town up for more work than current staffing levels can handle.

Attachments or Links.

Sustainable Strategies 'Resource Roadmap'

Suggested Motion.

I move to affirm the three priority areas that staff has established for Sustainable Strategies to continue its work.

TOWN OF JACKSON

RESOURCE ROADMAP



2022-2023 Funding Agenda for Community Development
July 2022



EXECUTIVE SUMMARY

The Town of Jackson, WY, (pop, 10,760) is the heart of Teton County and the gateway for world renowned Grand Teton and Yellowstone National Parks. Jackson faces a housing affordability and availability crisis, amplifying other challenges across sectors from workforce retention to childcare, parks, human services, and public safety. Jackson works to balance the needs of its local residents with its flourishing outdoor recreation tourism economy, ensuring that its investments enhance quality of life for its community members, as well as its more than 2.6 million annual visitors. As a community experiencing acute climate change impacts, the Town of Jackson prioritizes climate action, ecosystem stewardship, and environmental sustainability. Jackson also seeks to support the organizations that make up its rich arts and cultural fabric, as well its active human services network.

Sustainable Strategies DC (S2) has prepared this Resource Roadmap to outline funding strategies for priority projects as identified by town staff and community partners during our meetings in July of 2022 and subsequent discussions. This Resource Roadmap assesses strategic considerations for competitive applications, typical funding ranges, required match amounts, timing concerns, and key next steps for resources from a variety of public, private, and foundation sources, as well as loans, technical assistance, and tax incentives.

S2 is ready to support Jackson in its efforts to pursue and obtain federal, state, and philanthropic funding for community priorities through expert project consulting, grant-writing, and advocacy services. We are also prepared to help Jackson navigate the Inflation Reduction Act (IRA), the Bipartisan Infrastructure Law (BIL), Community Project Funding (earmarks), and other emerging funding sources by monitoring changes to grant programs, providing legislative updates, and identifying opportunities to participate in advocacy and coalition-building.

This Resource Roadmap:

- ❖ Recommends an approach and tactics for enhancing the Town of Jackson's efforts to pursue grant funding and for strengthening their advocacy efforts.
- ❖ Outlines the Town's top challenges and priority projects.
- ❖ Aligns the top funding needs and priorities for Jackson and its partners with 50+ potential resources from federal, state, and philanthropic resources.
- ❖ Recommends the top funding sources to pursue in the near term.

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Section 2: Top Challenges and Priorities.....	8
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Section 4: Funding Matrix.....	15

SECTION 1: APPROACH & TACTICS FOR EFFECTIVE ADVOCACY

The Town of Jackson and its partners can best position themselves to secure resources and other support by following our proven approach for identifying project priorities, building support, and securing funding. This strategy should guide a dynamic and adaptable approach to advocacy. The Town should be prepared to refocus these efforts based upon S2's assessment of new guidance from federal agencies, changing political circumstances, and other considerations. This section outlines 12 tactics that Jackson and its partners can use to advance priority projects.

1. ESTABLISH A FUNDING TEAM & MAINTAIN ROBUST COLLABORATION

The Town of Jackson should establish and maintain a formal group of key department leaders and community partners to consider grant opportunities, coordinate among stakeholders, allocate internal resources, and ensure general momentum. Tyler Sinclair, Interim Town Manager, and Susan Scarlata, Community Engagement Specialist, and should serve as the primary points of contact between S2 and the funding team, helping to ensure effective communication and to move projects forward.

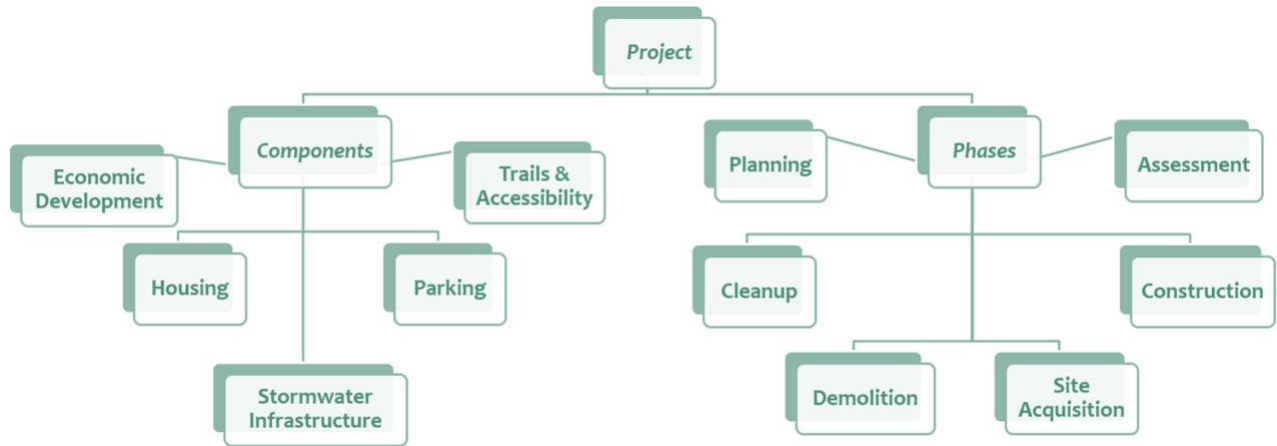
S2 has worked with town staff to organize a monthly call, which will include a core, regular group of stakeholders, as well as any relevant staff or partners for the upcoming funding opportunities to be discussed. S2 will prepare an agenda for each meeting to cover upcoming grants that align with community priorities. The group should join the call prepared to address emerging funding needs and to discuss delegating responsibilities for completing grant proposals. Monthly calls will include updates on infrastructure legislation recently passed by Congress and other key topics on the federal funding landscape. For particularly complex projects, it may be necessary to establish a team solely for that work. Beyond staff involved with the project, consultants, and elected officials, consider involving community, political, business, and non-profit stakeholders who will be partners on the projects. S2 can work directly with these project teams to organize the development of grant proposals.

2. ESTABLISH CONSENSUS ON PRIORITY PROJECTS

The localities that are most effective in pursuing resources establish a clear and focused short-list of priorities from among their varied funding needs. This Resource Roadmap aims to identify the most “fundable” community priorities. **Section 3** identifies the top 12 funding opportunities that S2 urges Jackson to consider pursuing in 2022 out of over 50+ funding opportunities outlined in the Funding Matrix in **Section 4**. For each of these opportunities, we recommend selecting a “Project Lead” who can work directly with S2 to coordinate stakeholders, solicit necessary information, secure support letters, and provide the final review and approval prior to submission. These priorities should be reviewed by Council with input from staff before moving ahead to ensure adequate capacity to administer and provide match.

3. DELINEATE PROJECT COMPONENTS & PHASES

S2 recommends approaching large projects in need of funding by “eating the elephant one bite at a time.” Each priority project may involve different components and phases – each of which may be fundable from a different source – as illustrated below:



Town staff should focus short-term efforts on the bites that advance specific parts of projects, such as planning, design, right-of-way acquisition, engineering, or permitting – each of which could be funded by a different source. Projects that are “shovel-ready” are always more competitive. Funders who support an early stage of a project are more likely to remain a funder in later project stages. As small steps of progress are made into successive phases and the low-hanging fruit are picked, it is important to inform and engage the community, current funders, and key stakeholders to maintain support and build momentum.

4. ESTIMATE PROJECT COSTS

Once priority projects have been identified and their key components and phases have been delineated, the project lead should establish estimated costs for each project and its core components and phases. This will help the project lead and its respective partners better identify the best potential funding sources, understand the levels of matching funds required, and tailor advocacy efforts to gain specific political support for funding requests. Town staff or other project leads should start to define specific project costs for priority projects by enlisting support staff, obtaining expert consulting support, and/or asking potential vendors or contractors for estimates. When preparing for a grant submission, one of the first questions S2 will always ask is about estimated project costs.

5. ALIGN FUNDING SOURCES WITH KEY PROJECT COMPONENTS & PHASES

This Resource Roadmap identifies recommended sources of federal, state, local, and philanthropic funds for many of Jackson’s priorities. By identifying the best resources for each project, component, and phase now, the partners can plan for grant applications and funding

requests, budget for matches, obtain important approvals and permits as necessary, and prioritize requests for support. As new projects arise, S2 stands ready to provide strategic guidance for how to align these projects with external funding sources.

Town staff can and should stay abreast of funding program changes, as federal agencies continue to roll out new programs from the infrastructure package. S2 will provide “Client Alerts” via email regarding program changes that are relevant to our local government clients. S2 will invite Jackson to take part in coalition-building and advocacy efforts to agencies that S2 will organize to ensure that new federal programs are user-friendly and provide adequate support for small- and medium-sized jurisdictions.

6. ESTABLISH MATCHING/LEVERAGING STRATEGIES

The most competitive funding requests will have committed matches and leveraged funds, which require financial planning on the local level, careful budgeting, and collaboration with key funding partners well before a deadline. Town staff and project leads should plan accordingly, in collaboration with individual project teams and consultants, to create a matching and leveraging strategy for each key project and funding request and begin the work necessary to explore and secure match commitments from partners. For each major project, Jackson should consider the possible revenue streams for servicing public debt or loans, the eligibility and competitiveness of the project for local bonding, the potential sources of state- or federally backed debt that can provide lower-cost financing, and the political feasibility of debt strategies.

7. CREATE STRATEGIC PLANS & OUTREACH MATERIALS FOR PRIORITY PROJECTS

When ready to proceed on a project or project component, S2 will generate a step-by-step strategy or “Game Plan Memo” for securing funding and other support for that specific project and funding opportunities. S2’s Game Plan Memos include a suggested division of labor, internal deadlines for sharing documents for review, and strategic considerations for developing the proposal. A top action item in every Game Plan Memo is the development of a concise and compelling briefing sheet for each specific project as appropriate to provide stakeholders, potential funders, and Congressional staff with a succinct explanation of the project’s scope, objectives, benefits, status, progress, supporters, and active funding requests.

8. SEEK STATE BACKING

State agencies have significant funding sources to support community development. Federal, philanthropic, and private sector funders will typically be more supportive if they understand that the Governor, agency leadership, and/or other state officials support a project or are providing matching funds. Coordinating early with the state legislature and Governor Gordon’s administration can help establish a strong foundation for seeking state funding and state support

of federal funding applications. Town leaders should try to keep state officials fully in the loop on key revitalization projects, even if you are not specifically seeking state funding at that time for the project.

9. MEET WITH FEDERAL AGENCY OFFICIALS

Many local governments neglect to build relationships with the officials from federal agencies, or often wait until the grant application is nearly due to reach out to these key federal partners. It is critical to be engaged with relevant federal agency and program officials on a project before asking them for money. S2 will work with the town officials to approach agency leaders to build their understanding and support for priority projects and funding requests.

S2 will help plan and conduct a Washington, DC, visit during which town leadership can meet with agency officials (US Department of Transportation, National Park Service, US Department of Housing & Urban Development, and others) to advocate for specific resources to support priority projects. S2 can also assist with planning visits to regional offices of federal agencies (most of which are in Denver), inviting federal agency officials for site tours as appropriate, and conducting collaborative events and workshops to build their ongoing support for leveraging resources.

Another proven tactic for building federal support for local infrastructure projects is to hold a “Roundtable” event in Jackson that convenes key officials from target federal agencies, along with other stakeholders including state officials, community partners, philanthropic officials, and state/federal legislative representatives or staff. A roundtable can focus on one or a small number of projects, highlight progress, identify needs, bring key relevant parties into discussions on how to meet those needs, and build momentum for future support. We may consider hosting a “Housing Roundtable” event to get federal and state agency stakeholders together to address this critical challenge to the Jackson community.

10. SECURE CONGRESSIONAL SUPPORT

When funding requests are ready to be submitted, S2 will work with Jackson to seek and secure congressional support, coordinate with the district representatives for U.S. Senator Cynthia Lummis, U.S. Senator John Barrasso, and Congresswoman Cheney, as well as the relevant staff in their local and Washington offices. The Wyoming congressional delegation has committee memberships that can make a difference when weighing in on relevant grant requests (Senator Barrasso is a ranking member of the Committee on Energy and Natural Resources; Senator Lummis sits on the Senate Committee on Environment and Public Works; the Senate Committee on Commerce, Science, & Transportation; and the Senate Committee on Banking, Housing, Urban Development; and Congresswoman Cheney is vice chair of the Congressional Western Caucus). Jackson should request that the delegation voice their support for funding requests with senior

agency leadership that require demonstrated political support. It is important to ask the elected officials and their staff for support beyond a standard letter to help the project stand out. Request that federal agency officials make calls, have meetings with federal agency leaders running the programs and other decision-makers, or even host federal officials to discuss the progress and potential of key projects. The delegation may also have a role in providing regulatory help or assistance in forging a desired partnership.

11. PREPARE FOR GRANT WRITING

Prepare ahead to write effective grant applications and do not wait until you see a notice of funding opportunity and submission deadline. These strategies include:

- ❖ Confirm that the Town's and other partners that will serve as applicants' SAM Registrations, Unique Entity Identifier (UEI) numbers, and Grants.gov account information (project contacts and authorized representatives) are up to date.
- ❖ Review past applications to position future applications to be more effective.
- ❖ Seek a debrief from the agency to learn from any unsuccessful applications.
- ❖ Confirm key application partners, project costs, and match sources.
- ❖ Create renderings and other visuals to make applications look polished and attractive.

12. CELEBRATE SUCCESS

Success breeds success. As projects progress, invite funders, federal and state elected officials, and other key stakeholders to groundbreakings and ribbon-cuttings in Jackson. Welcome federal partners to thank the agency and elected officials who supported your progress. Issue press releases and publicly thank funders. This will build momentum behind the Town's funding agenda, strengthen existing relationships, and encourage agencies to continue their collaboration.

SECTION 2: TOP CHALLENGES AND PRIORITIES

This Resource Roadmap focuses on the following key priority projects as identified by town and community leaders. Jackson and S2 will update this priority list over time as milestones are reached, circumstances change, or other opportunities emerge.

HOUSING

- **Workforce housing:** Workforce housing development is key to maintaining adequate staffing levels for Jackson businesses and public services.
- **Transit-Oriented Development (TOD):** The Town is working to plan mixed-use, walkable housing projects that seamlessly connect to public transit.
- **Sustainable Housing Development:** Jackson aims to incorporate green building design practices and clean energy generation to help offset the high cost of housing.
- **Transitional housing:** Jackson aims to establish transitional housing to serve vulnerable groups within the community.
- **Public-private partnerships:** Housing stakeholders identified the [Tahoe-Truckee Mountain Housing Council](#) as a cooperative model that could be replicated for Teton County. Quarterly meetings to bring together housing leaders and advocates were identified as a first step towards routine communication.
- **Policy Initiatives:** Staff identified policy approaches such as closing compliance loopholes, expanding accessory residential units (ARUs), implementing deed restrictions, providing down payment assistance, and introducing property tax reform as key tools to work in conjunction with securing outside funding.

TRANSPORTATION

- **Pathways:** Stakeholders seeks to systematically complete the Pathways Improvement Program list of on-road and off-road improvements for bicycling, walking, horseback riding, and Nordic skiing.
- **EV infrastructure:** As the Town continues to plan for the long-term sustainability of the transportation sector, there is a large need for investment into EV infrastructure. Funding to build charging lots for personal EV's and electric buses are the top current priorities and are strong candidates to receive federal funding.
- **E-Bike infrastructure:** Jackson seeks to electrify its public START bike system to improve mobility and further reduce vehicle miles travelled.
- **Airport shuttle:** Trips to and from the Jackson Hole Airport are overwhelming made in personal vehicles. A substantial opportunity exists to reduce ground transportation emissions

by funding a public airport shuttle between the Town and airport. A planning study has been completed, and the Town seeks further funding to meet capacity demands.

- **Safe Routes to School:** As a part of broader multimodal transportation efforts, the Town coordinates safe walking routes to schools (including for the Walking School Bus) by hiring safety staff and clearing sidewalks. New routes are needed to ensure safety.
- **Safety hotspots:** Stakeholders highlighted unsafe intersections and hot spots for traffic incidents. Fixing unsafe intersections and adding additional protected bike lane infrastructure are top priorities and are a strong match for new federal funding opportunities.
- **Paid parking:** The Town seeks to introduce paid parking in the downtown core to help reduce traffic congestion and encourage alternative forms of transportation.
- **Highway 22:** Staff mentioned adding HOV lanes on highway 22 instead of land expansions to encourage ridesharing and reduce congestion.
- **Floodplain planning:** Numerous housing blocks lie on vulnerable floodplains with single evacuation routes. The Town wants to explore funding opportunities to build resiliency and better prepare for natural disasters.

PUBLIC WORKS

- **Water Quality and Septic systems:** Water quality is a public concern and a Town priority. Establishing a regional water district will open eligibility for funding opportunities to improve water quality and replace septic systems.
- **Storm and Wastewater Management:** Planning is underway for construction of a new wastewater treatment plant, as well as stormwater treatment infrastructure to curb urban runoff.
- **Wildlife and Aquatic passages:** The Town has identified priority locations to invest in wildlife crossing and aquatic culvert infrastructure.
- **Creek and Stream Restoration:** Multiple stakeholders identified the daylighting of Cache Creek to run through Town and the restoration of impaired streams as long-term priorities.
- **Bear resistant infrastructure:** To curb bear encounters, the Town seeks to invest in special trash cans, dumpsters, and fencing.
- **Dark Sky Compliance:** Existing street lighting needs to be retrofitted to be dark sky compliant.
- **Trash and recycling infrastructure:** Introducing a pay as you throw system (PAYT) for trash and implementing single stream recycling to reduce landfill waste.

PARKS AND RECREATION

- **Shower facilities:** Staff identified construction of new shower facilities as a top priority project. The project will provide vital public infrastructure for campers, hikers, backpackers, youth groups, car campers, and those without reliable housing (including Parks staff).

- **Fairgrounds Exhibit Hall Revitalization:** Capital investments into the exhibit hall at the Fairgrounds ensure it can serve as an affordable, accessible, all-purpose rentable space for community functions. Also serves as a Red Cross shelter and could function as a community cooling center with HVAC investments.
- **Indoor Riding Arena:** The arena is a winter hub for riders across the county and needs facility upgrades to effectively function long-term.
- **Park Maintenance Facility:** The current facility is undergoing expansion to help with material storage, winter snow removal, and vehicle storage. Further investment priorities include central cooling and electric charging infrastructure for future electric equipment.
- **Electric Equipment Conversion:** Switching gas-powered maintenance equipment to electric was mentioned as sustainability project for the Parks Department.
- **Park Redevelopments:** Jackson seeks funding to replace older playground equipment, increase ADA accessibility, and incorporate dog off-leash spaces.
- **After School and Summer Youth Programming:** Current programs are facing substantial staffing shortages, putting programs in jeopardy. The programs provide vital childcare to working families as well as healthy meals and need further funding to remain viable.

PUBLIC SAFETY

- **Recruitment and retention:** The Jackson Hole Fire/EMS Department indicated the need to increase recruitment and retention of their volunteer force.
- **Fire prevention and resiliency:** Wildfire adaptation and resiliency are top priorities for the Town. FEMA grants are a key funding source to create defensible space, open evacuation routes, and fund fire-resistant building construction.
- **Radio Equipment:** Emergency responders identified the need to purchase new radio equipment in order to improve interoperability valley-wide and comply with WYOLink.
- **Imbedded Social Worker:** Emergency responders expressed the need to hire social work professionals to respond to non-violent mental health emergencies.
- **Security Cameras:** The Town seeks funding for security camera placement at town exits and entrances to assist with resource intensive investigations.
- **Victim Services and School Violence Prevention:** The Town has pursued COPS funding from DOJ in the past and seeks to secure further funding for victim services and school violence prevention.
- **Electric Police Motorcycles:** The Jackson police department seeks funding to purchase two new electric motorcycles.

SMALL BUSINESS & ECONOMIC DEVELOPMENT

- **Education for Business Owners:** Town business owners have expressed their desire for training, education, and succession planning resources.
- **Public Wi-Fi:** The Chamber seeks to fund public Wi-Fi service to serve businesses and tourists in the downtown area.
- **Modernizing Transaction Infrastructure:** Considering the COVID-19 pandemic, implementing contactless payment options across local businesses is a priority.
- **Deed-Restricted Commercial Spaces:** Small businesses are struggling to keep up with rent increases. To retain these businesses the Chamber seeks to promote affordability through deed-restricted commercial spaces.
- **Historic Preservation:** Jackson recognizes the importance of retaining and maintaining places of historical significance. Funding opportunities are available for sites on the national registry.

ARTS AND CULTURE

- **Center for the Arts:** The arts center is in need of significant capital improvement funding for roof repair and general maintenance issues.
- **Percent for the Arts:** Community arts advocates support legislation to require one percent of project costs go to art installations.
- **Karns Meadow:** The site has received grant funding in the past, but NEPA posed a barrier to completion of the vision. The Town seeks further funding to build educational and interpretive trails and include art installments.
- **Artist Workspaces:** Arts advocates seek outside funding to provide accessible and affordable studio space in order to retain local artists amidst the affordability crisis.
- **After school Youth Programming:** As is the case across other sectors, there is a substantial need for funding aid to cover staffing expenses and continue offering vital childcare programs.

SUSTAINABILITY AND CLIMATE ACTION

- **Reducing Ground Transportation Emissions:** Ground transportation makes up the majority of emissions across the county. Climate advocates stress the importance of pursuing funding for multimodal projects aimed at reducing vehicle miles travelled. Opportunities to fund these projects are continuing to roll out under the Bipartisan Infrastructure Law.
- **Equitable Net Zero:** In conjunction with meeting sustainability goals, stakeholders have expressed the importance of building in equity consideration to planning and implementation actions. Equity is a key evaluation criterion for federal funding under the Biden administration and must receive adequate focus in grant applications to improve competitiveness.
- **Building Codes and Weatherization:** As a key component of climate mitigation and adaptation efforts, the Town seeks to Incorporate green building design into new

construction and provide assistance for weatherization upgrades for lower income households, including the installation of heat pumps.

- **Renewable Energy Infrastructure:** Jackson aims to incorporate community solar grids and renewable energy generation into new capital infrastructure and seeks outside funding to implement these projects.
- **Administrative Capacity for Climate Non-Profits:** As is the case across other sectors, climate and sustainability community groups are struggling to onboard and retain staff for administrative work. They are looking for outside assistance to fund these positions.
- **Ecosystem Services Research and Tracking:** On a broader level there is a lack of comprehensive data on the health and potential of Jackson's ecosystem services. Climate advocates have highlighted numerous avenues to better take advantage of the natural environment to improve human health outcomes and meet sustainability goals, and seek funding for studies to better understand needs and untapped potential
- **Sustainability Marketing and Tourism:** Due to the Town's close relationship with the national parks, aligning sustainability goals with capital investments will strengthen Jackson's image as a sustainability leader and continue to drive the tourism sector.
- **Composting and Farmer's Markets:** The Town seeks to take advantage of opportunities with USDA to jumpstart local composting projects and organize community farmers markets.

HUMAN SERVICES

- **Children's Learning Center:** There is a substantial need for further funding to retain childcare staff and the programs they run. Staff mentioned that special education, in particular, is in jeopardy without further funding.
- **Teton Youth and Family Services:** As state funding has not kept up with need, staff is seeking increased funding for victim services, group home beds, and residential treatment care.
- **Voices JH:** The organization provides support for immigrant and marginalized groups, connecting families to community resources and professional development opportunities. They are looking for funding to hire additional staff and provide more resources.
- **Teton County Access to Justice Center:** The organization provides key legal services free of charge and seeks funding for staffing, administration costs, and to hold more legal clinics.

SECTION 3: TOP FUNDING RESOURCES

While the Funding Matrix in **Section 4** outlines 50+ grant resources that align with the Town of Jackson's funding needs and priority projects, S2 has identified a shortlist of top priority grant opportunities that align with the Jackson's expressed top priority projects and for which we believe the Town has a strong probability of success. This list is by no means set in stone, as we will evaluate each individual grant program for competitiveness, capacity to match, and capacity to administer as it arises. In addition, Sustainable Strategies DC hit the ground running in working with the Town of Jackson staff and partners to pursue a number of grants that were posted this summer with August and September deadlines. The State of Wyoming recently made much of its remaining ARPA funding available through a series of state grant programs; we did not want the Town and its partners to miss out on this one-time influx of funding. Grants that we are actively working on are indicated as such below.

WY OSLI Water & Sewer ARPA Grants	Town Public Works Dept pursuing funds for Well 9, as well as stormwater infrastructure improvements along Highway 89 (<i>applying for Aug. 12 deadline</i>)
USDA Composting & Food Waste Reduction Pilot	ISWR pursuing funds for equipment to remove lightweight unpickable items - paper, plastic and foil - from composting stream, allowing ease of disposal and improved rate of food waste diversion (<i>applying for Sept. 1 deadline</i>)
Wyoming Outdoor Recreation Grant	Town & County Parks Department pursuing funds for public shower facility for outdoor recreationists (<i>applying for Aug. 30 deadline</i>)
US DOT Safe Streets & Roads for All Grant Program	Town, County, and transportation partners pursuing funds to build upon existing plans to create a Comprehensive Safety Action Plan that will qualify the Town and partners for large amounts of infrastructure dollars for roadway and bike/ped safety in future rounds (<i>applying for Sept. 15 deadline</i>)
HUD Community Development Block Grant through WCDA	Town should partner with housing stakeholders to apply for a top priority affordable housing project located within the highest low/mod block groups, as indicated on page 16.
NEH Infrastructure and Capacity Building Challenge Grants	Center for the Arts should pursue funds for capital improvements and roof replacement to benefit the arts organizations in the facility
FEMA BRIC	Jackson Hole Fire/EMS should pursue funding for wildfire prevention activities (defensible space, ignition resistant construction, or fuels reduction)

Community Project Funding under HUD Economic Development Initiative Account	Local housing non-profit should pursue Community Project Funding (earmark funds) for a project that will benefit primarily low/moderate income residents (below 80% AMI)
US DOT TIFIA Loan Financing	SMART should partner with housing partner to pursue low-interest loan financing for package of infrastructure improvements and Transit-Oriented Development (TOD) housing development
Low or No Emission Grants for Buses and Bus Facilities	SMART should pursue funding for facility with zero-emission charging infrastructure and solar expansion of maintenance facility.
FEMA Staffing for Adequate Fire and Emergency Response (SAFER)	Jackson Hole Fire/EMS should pursue funding for recruitment and retention of volunteer fire fighters
Federal Home Loan Bank (FHLB) of Des Moines Competitive Affordable Housing Program	Housing Authority or Non-Profit Housing Partner should partner with an FHLB member bank to pursue Affordable Housing Program grant funding for affordable housing production.

SECTION 4: FUNDING MATRIX

This section aligns each of the following funding opportunity areas with more detailed information on 50+ resources that can support the Town of Jackson’s main priorities as identified by staff and elected officials. The resources are broken down by funding category to encourage use of the funding matrix as a reference guide when town staff want to find resources that will support funding gaps for emerging projects across these categories. Resource links are organized by sector in alignment with the priorities listed in **Section 2** (housing, transportation etc.). Some resources that could apply to multiple sectors are listed multiple times, but this is not exhaustive (e.g., Department of Transportation links are only found under *Transportation* although they could be relevant to sustainability priorities). Resources listed include federal grants, loans, tax incentives, and technical assistance programs; state grants, loans and tax incentives; foundation grants; and private organizations that could provide support.

The matrix includes weblinks to each resource, the purpose of each grant, funding amounts and matching requirements, anticipated deadlines, and notes. Note that most grant deadlines listed in the charts below occur annually, though not always on the exact schedule. Deadlines listed as expected or anticipated reflect recent timeframes that should be considered when planning for future applications. We will use our monthly call, as detailed in Section 1, to discuss upcoming grant resources, provide updates on new federal programs and legislation, and learn about local needs as they materialize.

Housing			
Opportunity	Purpose	Amount, Match, & Deadline	Potential Uses & Key Considerations
US HUD Community Development Block Grant (CDBG) State Program Wyoming CDA currently administers CDBG for WY	Provides competitive grant funding (<50,000 population) to non-entitlement communities to develop and preserve decent affordable housing, provide services to the most vulnerable in communities, and create and retain jobs. Eligible projects include housing production, & rehabilitation, public facilities & infrastructure, and services.	- Up to \$1 million available - NOFO to be released in August - Letter of Intent deadline: September 31, 2022 - Application deadline: October 31, 2022	- Project must (1) serve low-moderate income populations; (2) prevent or eliminate blight; or (3) meet urgent public health or safety needs - WCDA prioritizes projects with beneficiaries that <i>serve</i> at least 62% Low-Mod and housing rehab projects - Using this mapping tool: Town of Jackson is 55% Low-Mod; Block Groups with highest Low-Mod % are BG 1, Tract 9678 at 61% (southwest Jackson – heading north from 3 Creek Ranch, east of Hwy 89, south of South Park Loop; BG 3, Tract 9677.02 at 60% (west Jackson - northwest of the river and east from Powderhorn Park)’ followed by BG 4, Tract 9678 at 55% (east of the river, south of Pearl St, north of Snow King, and east of S Willow) - Contact: Ms. Sandy Quinlan, CDBG Program Manager, (307) 777-2811, sandy.quinlan@wyo.gov
US HUD Section 108 Loan Guarantee Program	Provides a source of financing for economic development, housing rehabilitation, public facilities, and other large-scale physical development projects	Applications are accepted on an ongoing basis; borrowed against future CDBG allocations; loans typically range from \$500,000 to \$140 million.	- Under Section 108, project costs can be spread over time with flexible repayment terms, and borrowers can take advantage of lower interest rates than from private financing sources. - Can be used by a designated public entity or loaned to a third-party developer to undertake projects that benefit low- and medium-income people, such as neighborhood commercial centers, small business incubators, industrial park rehabilitations, affordable housing activities, and office center construction. - Access to this funding is complicated by Jackson’s non-entitlement status - Wyoming’s non-entitlement communities have a borrowing authority of up to \$12,456,410; would require working with the State to secure funds - Contact: Tammy Krei. Director of Housing & Neighborhood Development WCDA, Krei@wyomingcda.com 307.233.0051

Housing			
Opportunity	Purpose	Amount, Match, & Deadline	Potential Uses & Key Considerations
Community Project Funding under HUD Economic Development Initiative Account (Earmark)	Provides funding for economic and community development activities, including land or site acquisition, demolition or rehabilitation of housing or facilities, construction and capital improvements of public facilities (including water and sewer facilities), and public services.	- Typically in the \$1-2 million range, with no match required - Next deadline expected: April 2023	- Must submit request to Congresswoman Cheney, who will select requests to submit to the House Appropriations Subcommittees for review - Last round, Cheney submitted only five out of the ten projects she was allowed - Jackson should consider political sensitivity around Congresswoman selecting a Jackson/Teton County project and strategize about most compelling applicant (can be non-profit partner) - Jackson should work with S2 to submit request and advocate for request following submission - Contact: Andrew Meyer, Legislative Director, Congresswoman Liz Cheney, 202-225-2311, Andrew.Meyer@mail.house.gov
Federal Home Loan Bank (FHLB) of Des Moines Competitive Affordable Housing Program	Encourages partnerships between member financial institutions and local housing providers (sponsors) to secure funds for the purchase, construction or rehabilitation of affordable homeownership or rental housing units	- Grants in the \$100,000+ range - Next expected deadline June of 2023	- Each FHLBank must establish an Affordable Housing Program (AHP) and must contribute 10% of its earnings to its AHP. - Jackson is in the FHLB Des Moines Region - A financial institution member of a FHLBank submits an application for AHP funds to the FHLBank on behalf of a non-profit or for-profit sponsor. There are 34 member banks and/or credit unions in Wyoming. Bank of Jackson Hole is the only member located in Jackson. - For more information on eligible uses and how to apply, see the AHP Implementation Plan for FHLB Des Moines
Wyoming Local Government Projects ARPA Grants (Final Rule Pending Public Comment & Approval)	Provides funding to local governments for ARPA-eligible capital and non-capital projects in your communities. Capital projects shall not include water projects.	- Program has \$50 million for local government projects Public comment open on proposed regulations until September 9.	- As the current regulations are not clear on whether these funds could be used for affordable housing projects, we recommend that Jackson should submit public comment to the Local Government PProject ARPA grant rules that “infrastructure” and the capital grants should include affordable housing projects, as Funds by US Treasury in late July. - S2 will draft comments for your review. - Should housing be an allowable use, Jackson should consider applying for portion of priority housing production project

Housing			
Opportunity	Purpose	Amount, Match, & Deadline	Potential Uses & Key Considerations
Wells Fargo Local Communities Grants	Invests in nonprofit organizations aligned with our four focus areas: financial health, housing affordability, small business growth, and sustainability and environmental justice.	Grants tend to range from \$100,000 to \$500,000	- Wells Fargo Foundation has supported Jackson housing nonprofits in the past, including Teton Habitat and Jackson Hole Community Housing Trust for projects that to support housing affordability and catalytic neighborhood revitalization efforts in Jackson - Applicants must be invited to submit an application; non-profits can fill out a Grant Interest Form to be considered for an invitation
Low-Income Housing Tax Credits	Tax incentive designed to encourage creation of quality affordable housing and housing for people with special needs, veterans, seniors, and the homeless	Administered by WCDA	- Federal program that provides the state and local housing finance agencies with budget authority to issue tax credits - In exchange for producing affordable housing, developers receive tax credits they can sell to investors - We understand a Jackson project was award LITHC for the first time since 2003; developers of low-income, affordable housing should deploy similar strategy and continue to apply - Contact: Tammy Krei. Director of Housing & Neighborhood Development WCDA, Krei@wyomingcda.com 307.233.0051
US DOT Transportation Infrastructure Finance and Innovation Act (TIFIA) program	See page 19.		- This program is newly authorized to help finance housing projects as part of Transit-Oriented Development. - Could be a potential resource to help advance public-private partnerships to develop new affordable and workforce housing near transit stops in Jackson, especially housing for transit workers
New Inflation Reduction Act Grant Programs	Bill includes \$1 billion for a new HUD-led grant program to improve energy and water efficiency of eligible affordable housing.	NOFO not yet released; program expects to roll out in FY23	- See S2 Client Alert Memo on Inflation Reduction Act - S2 is closely tracking IRA programs and will provide Jackson will updates as programs emerge

Transportation			
Opportunity	Purpose	Amount, Match, & Deadline	Potential Uses & Key Considerations
US DOT Safe Streets and Roads for All (SS4A)	Supports planning, infrastructure, behavioral, and operational initiatives to prevent death and severe injury on roads and streets. Two types of grants: Action Plan Grants & Implementation Grants	- Between \$200,000 and \$1 million for Action Plan Grant; 20% match required - Up to \$50 million for Implementation Grant; 20% match required - Deadline is September 15, 2022	<i>S2 is actively working with Jackson transportation stakeholders to meet September deadline with planning application to build upon existing plans to improve road and intersection safety, bike/ped safety, and wildlife crossings.</i> - Comprehensive safety action plan is required to seek implementation funding. - Regional approaches and partnerships are recommended. - Contact Paul Teicher, 202-366-4414, SS4A@dot.gov
US DOT Multimodal Projects Discretionary Grant Program (MPDG) - Infrastructure for Rebuilding America Program (INFRA) - Rural Surface Transportation Grant Program (RURAL)	Fund surface transportation infrastructure projects – including highway and bridge, passenger rail, wildlife crossing, public transportation, and freight projects, or groups of such projects – with significant national or regional impact, or to improve and expand the surface transportation infrastructure in rural areas.	- Minimum request of \$25 million for Rural Surface Transportation Projects - Expected next deadline March 2023	- Could fund large-scale surface transportation projects, including trails, road reconstruction, transit facilities, mobility hubs, etc. - Three separate programs all apply through the MPDG application. Projects will then be matched to appropriate program. <u>These grants will carry a similar administrative burden as the US DOT RAISE grant program.</u>
US DOT Transportation Infrastructure Finance and Innovation Act (TIFIA) program	Provides credit assistance for qualified projects of regional and national significance. Many large-scale, surface transportation projects - highway, transit, railroad, and intermodal freight.	- In rural areas, loans for up to 49% of total project (compared to 33% for urban) - Fixed interest rates equal to $\frac{1}{2}$ of U.S. Treasury rate - For projects under \$75 million, can waive all borrower fees	- Could fund package of TOD infrastructure improvements and housing development - First step is to develop a briefing sheet of suitable projects and contact Build America to set up a call. - Contact: Roger Bohnert, (202) 366-0702, roger.bohnert@dot.gov

Transportation			
Opportunity	Purpose	Amount, Match, & Deadline	Potential Uses & Key Considerations
US DOT SMART	Provides grants to eligible public sector agencies to conduct demonstration projects focused on advanced smart community technologies and systems in order to improve transportation efficiency and safety	NOFO not yet out; expected to be released in September	A SMART grant may be used to carry out a project that demonstrates at least one of the following: coordinated automation; connected vehicles; sensors; systems integration; delivery/logistics; innovative aviation; Smart grid; and traffic signals
US DOT National Culvert Removal, Replacement, & Restoration Grant	Award grants to eligible entities for projects for the replacement, removal, and repair of culverts or weirs that would meaningfully improve or restore fish passage for anadromous fish.	NOFO not yet released. Award size, match, and deadline not yet known. Anticipated NOFO release in early 2023.	- Could provide grant funds to support Jackson's aquatic wildlife passage projects. - Contact: TBD
US DOT Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation (PROTECT)	To build community resilience in the face of extreme weather and natural disasters. - Planning: assess vulnerabilities to current and future weather events, natural disasters, and changing conditions. - Competitive Resilience Improvement Grants: surface transportation, natural infrastructure	- State Formula allocations announced; Wyoming allocated \$48 million over next four years. - Program guidance for discretionary grant programs to be released in September	- Could support planning and construction of evacuation routes and access breaks - Town of Jackson should compile a briefing sheet of top priority infrastructure projects aiming to mitigate hazards and improve evacuation to submit to State for consideration as State works to develop program of projects for formula funding - Town could consider applying to competitive grant program, as well. Should consider administrative burden/reporting requirements.
US DOT Strengthening Mobility and Revolutionizing Transportation (SMART)	Conduct demonstration projects focused on advanced smart community technologies and systems to improve transportation efficiency and safety.	Notice of Funding Opportunity (NOFO) will open in September 2022	- Could support projects for smart grid, signalization, automated vehicles, etc. - Contact: Elizabeth Machek, elizabeth.machek@dot.gov, 617-494-2088
US DOT Bridge Investment Program	Provides funding for bridge rehabilitation, reconstruction, and planning to reduce the overall number of existing bridges in poor condition, or in fair condition in risk of falling into poor condition.	- Up to \$100 million for Bridge Projects (20% match); above \$100 million for Large Bridge projects (50% match) - Next deadline: Summer 2023	- Not for new bridges, could support replacement or rehabilitation of failing bridge - Contact Douglas Blades at Douglas.Blades@dot.gov or 202-366-4622

Transportation			
Opportunity	Purpose	Amount, Match, & Deadline	Potential Uses & Key Considerations
US DOT Rebuilding American Infrastructure with Sustainability and Equity (RAISE)	Supports transformative transportation projects that promote safety, accessibility, mobility, and economic development.	• Up to \$25 million, typically in the \$10 - \$15 million range. • 20% match required • \$5 million funding floor • Expected deadline: Spring 2023	• Formerly US DOT BUILD grant program; Jackson managing existing BUILD grant with large administrative burden • Could support Public Works' complete streets, wildlife crossings, pathways, and other surface transportation projects • High Administrative burden • Contact: Shira Bergstein, 202-493-0286, shira.bergstein@dot.gov
FTA Low or No Emission Grants for Buses and Bus Facilities Program	Replace, rehabilitate, and purchase buses and related equipment and to construct bus-related facilities, including technological changes or innovations to modify low or no emission vehicles or facilities.	• Grants of up to \$10 million • 20% match is required • Expected next deadline: May of 2023 to FTA; earlier to WYDOT	• Historic levels of funding for low and no emissions buses and charging facilities included in the infrastructure package. • Could support Jackson's bus storage facility project with ZEV charging and solar expansion of maintenance facility. • Contact: Amy Volz, Program Manager, Amy.Volz@dot.gov, 202-366-7484
FTA Transit Oriented Development (TOD) Pilot Program	Provides grants to integrate land use and transportation planning with a new fixed guideway or core capacity transit capital investment;	• Grants of up to \$2 million • 20% match required • Next deadline expected July 2023	• Could be used to plan TOD on a proposed bus rapid transit corridor. • Aims to improve economic development and ridership potential, foster multimodal connectivity and accessibility, improve transit access for bike/ped, engage private sector, identify infrastructure needs, and enable mixed-use development near transit stations. • Contact: April McLean-McCoy, Office of Planning and Environment; 202-366-7429; April.McCleanMcCoy@dot.gov.
WY Federal Lands Access Program (FLAP)	Improve transportation facilities that provide access to, are adjacent to, or are located within Federal lands.	• Awards range from \$100,000 - \$10+ million • 17.21% matching requirement • Next call for projects in State of Wyoming: 2024	• Could be used for road maintenance, restoration, and resurfacing; facilities for bikes and pedestrians; bridge replacement; or road construction through Elk Refuge (previous FLAP grant), Teton or Yellowstone National Park, or National Forests • Contact: Mark Gillett, WYDOT Chief Engineer & State FLAP Representative, mark.gillett@wyo.gov

Transportation			
Opportunity	Purpose	Amount, Match, & Deadline	Potential Uses & Key Considerations
WY DOT Transportation Alternatives Program	Fund community-based projects that expand travel choices and enhance the transportation experience by integrating modes and improving the cultural, historic, and environmental aspects of our transportation infrastructure.	- Award maximum recently increased from \$500,000 to \$1,250,000 - Local match recently adjusted from 20% to 9.51% - Applicants can apply for up to two projects per cycle, provided one is a Safe Routes to School related project - Statement of Interest due April 2023	- Projects can include the creation of bicycle and pedestrian facilities, streetscape improvements, refurbishment of historic transportation facilities, and other investments that enhance communities, connections, and access - Could support priority pathways projects and safe routes to school projects - Contact: Sara Janes-Ellis, Local Program Coordinator , (307) 777-4438
Wyoming Transportation Enterprise (TEA) Account Grants and Loans	Foster investments in transportation projects to benefit the general public, including improvements to airline service facilities and purchase of public transit vehicles.	- Interest rates established by SLIB on case-by-case basis - Deadline: September 15, 2022 - Applications can also be submitted for emergency consideration thirty (30) days prior to any of the Board's regular monthly meetings.	- Projects are evaluated based upon urgency, commitment of local resources, use of local contractors, and population served by the project - Contact: Sheila Palmer, Grants & Loans Officer, (307) 777-7309
Community Project Funding – Highway Infrastructure Projects and/or Transit Infrastructure Grants	Earmark funding for local transportation priorities.	- Typically \$1 to \$2 million; 20% match required - Deadline for request expected. April 2023	- Projects must be included in the State Transportation Improvement Plan (STIP) - Contact: Andrew Meyer at Andrew.Meyer@mail.house.gov or (202) 225-2311
New Inflation Reduction Act Programs	Bill includes a \$3 billion investment to support neighborhood equity, safety and affordable transportation access with grants to reconnect communities split by infrastructure barriers, mitigate the negative impacts of transportation facilities or construction projects on disadvantaged communities, and support equitable transportation planning. Bill also includes \$1 billion in funding for low or zero-emission heavy-duty vehicles like buses and garbage trucks.		

Public Works			
Opportunity	Purpose	Amount, Match, & Deadline	Potential Uses & Key Considerations
WY OSJI Water & Sewer ARPA Grants	Support eligible water and wastewater infrastructure projects.	- Up to \$7.5 million 15% match required - Deadline: August 12, 2022	<i>S2 is actively working on Public Works applications for Well 9 and Stormwater Infrastructure on Hwy 89</i> - Contact: Beth Blackwell, Grants and Loans Manager at 307.777.6373 or Elizabeth.blackwell@wyo.gov
US EPA Water Infrastructure Finance and Innovation Act (WIFIA)	Provides long-term, low-cost supplemental loans for regionally and nationally significant projects (wastewater conveyance, drinking water treatment, aquifer recharge, property acquisition).	\$5 million minimum award 51% matching requirement - Rolling; Letters of Interest can begin to be submitted on September 6, 2022	- A single fixed interest rate is established at closing - Interest rate is equal to the US Treasury rate of a similar maturity - Long repayment period - Projects must have a dedicated source of revenue - Contact: wifia@epa.gov
US DOI Bureau of Reclamation WaterSMART Grants	Fund projects to conserve and use water more efficiently; increase the production of hydropower; mitigate conflict risk in areas at a high risk of future water conflict; and accomplish other benefits that contribute to water supply reliability in the western US.	- Up to \$5 million 1:1 match requirement - Anticipated next deadline: July 2023	Contact: Josh German, WaterSMART Grants Program Coordinator at 303.445.2839 or jgerman@usbr.gov
WY State Revolving Funds Clean Water State Revolving Fund (CWSRF)	Loans for sanitary sewer treatment and collection, storm water control, landfill water pollution control, and other water pollution control projects.	- No match requirement - Deadline: August 3, 2022	- Current interest rate is set at 2.5% - Contact: Beth Blackwell, Grants and Loans Manager at 307.777.6373 or Elizabeth.blackwell@wyo.gov
Bureau of Reclamation Small Storage Grant Program	Provide financial assistance for projects that will increase water supply reliability, improve operational flexibility, and enhance climate resiliency of water and related infrastructure	- Awards are limited to the lesser of \$30 million or 25% of project costs. - NOFO announced this month; deadline in October	- Eligible applicants throughout the 17 western states, Alaska, and Hawaii - Deadline to submit feasibility studies to Reclamation for review to determine eligibility to compete for funding under the Fiscal Year 2023 funding opportunity announcement.
WBC Ready Community Grants & Loans	See page 31.		WBC Ready Community grants can support water and sewer projects that enhance economic development.

Parks & Recreation			
Opportunity	Purpose	Amount, Match, & Deadline	Potential Uses & Key Considerations
Wyoming Outdoor Recreation Grant Program	Fund projects that focus on the response to COVID-19 impacts, new outdoor recreation infrastructure, and economic impacts (Trailheads, campground improvements, climbing)	- Up to \$750,000 - Pre-application deadline: August 30, 2022; application deadline: November 30, 2022	<i>S2 actively working with Parks Dept to pursue funding for new public shower facilities</i> - Contact: Brynn Hirschman, OREC Coordinator, at 307.701.5011 or Brynn.hirschman@wyo.gov
Wyoming State Land and Water Conservation Fund (LWCF)	Supports acquisition and enhancement of outdoor recreation properties that offer access to green space, water recreation, picnicking, trails, hunting, or fishing.	- Grant awards up to \$250,000 1:1 match required - Open for applications on rolling basis through November 2022	- Provides funding for all sorts of bread-and-butter parks projects - Could be an additional resource to support the public shower facility project or other priorities like Phil Baux Park and May Park - Projects must align with SCORP priorities for region; Pinedale region residents report crowding - Contact: Louisa Lopez, Recreation Grants Supervisor at 307.777.6491 or louisa.lopez@wyo.gov - Contact: Janet Jares Grants Specialist at 307.256.1047 or janet.jares@wyo.gov
Wyoming Recreational Trails Program (RTP)	Funding for trail restoration, construction, improvement or maintenance; trailhead or trailside facilities and trail linkages; land lease or purchase for trail corridors; trail related safety or environmental education; and limited equipment purchase.	- Up to \$50,000 - Pre-application deadline: September 1, 2022	- Could support priority Pathways projects - Contact: Louisa Lopez, Recreation Grants Supervisor at 307.777.6491 or louisa.lopez@wyo.gov
OHV (Off-Highway Vehicle) Partnership Grants	Provide funds for trails and riding areas that enhance recreational opportunities for ATVs, UTVs / side-by-sides, off-road motorcycles, snowmobiles, and/or other unlicensed off-road vehicle types including dune buggies, rock crawlers, etc.	- Up to \$40,000 for TR grants; up to \$125,000 for MCP grants - No matching requirement - Snowmobile deadline: April 1 - ORV deadline: October 1	- Partner with national parks districts. - All projects must have a plan for future maintenance. - Contact: Louisa Lopez, Recreation Grants Supervisor at 307.777.6491 or louisa.lopez@wyo.gov

Parks & Recreation			
Opportunity	Purpose	Amount, Match, & Deadline	Potential Uses & Key Considerations
Daniels Fund	Funding for facilities that accommodate and encourage community gatherings (youth centers, senior centers, and community sports complexes).in Colorado, New Mexico, Utah, & Wyoming	• Average grant size of \$75,000 • Rolling applications	• Could support the upgrades to the community center/fair grounds. • Contact: Leah Curtsinger, Grants Program Office, (720) 941-4427 LCurtsinger@DanielsFund.org
USDA Community Facilities Direct Loan & Grant Program	Affordable funding to develop community facilities that provide an essential service for the orderly development of the community in a primarily rural area, and does not include private, commercial or business undertakings.	• Amount of grant vs. loan is on a sliding scale according to population size and median household income • Rolling deadline	• Examples of essential community facilities include: ○ Health care facilities such as hospitals, medical clinics, dental clinics, nursing homes or assisted living facilities ○ Public facilities such as town halls, courthouses, airport hangars or street improvements ○ Community support services such as childcare centers, community centers, fairgrounds or transitional housing ○ Public safety services such as fire departments, police stations, prisons, police vehicles, and fire trucks ○ Educational services such as museums or libraries ○ Telemedicine or distance learning equipment ○ Local food systems such as community gardens, food pantries, community kitchens, food banks, or greenhouses • Could support upgrades to the community center/fair grounds or the Park Maintenance Facility • Can receive 35% maximum grant vs. loan for projects in a community with a population of >12,000 and <20,000 and a project service area with median income of less than 80% of the State Non-Metropolitan Median Household Income (80% of \$86,700 = \$70,080) • The only Census Tract eligible for 35% grant funding is 9678.01 (Median Household Income of \$68,529), which is west of Redmond St and south of Pearl • The Fairgrounds is located in the eligible Census Tract • Contact: Glenn Pauley, State Director, (307) 233-6700

Public Safety & Hazard Mitigation			
Opportunity	Purpose	Amount, Match, & Deadline	Potential Uses & Key Considerations
US DOJ COPS Implementing Crisis Intervention Teams	Provides funding to support the implementation of crisis intervention teams, including embedding behavioral or mental health professionals with law enforcement agencies, training for law enforcement officers and embedded behavioral or mental health professionals in crisis intervention response, or a combination of these.	- Up to \$350,000 - No match required - Anticipated next deadline: June 2023	- Could support social worker for Police Department - Contact: askcopsrc@usdoj.gov or 800.421.6770
US DOJ COPS School Violence Program (SVPP)	Funding for coordination with law enforcement, training for local law enforcement officers to prevent student violence, metal detectors, locks, lighting, and other deterrent measures, and technology for expedited notification of local law enforcement during an emergency.	- Up to \$500,000 25% match required - Anticipated next deadline: June 2023	- Could partner with schools to pursue funding for threat assessment and intervention teams for school shootings, anti-bullying training, or specialized training for school officials to respond to mental health crises - Contact: askcopsrc@usdoj.gov or 800.421.6770
US DOJ COPS Community Policing Development (CPD) Microgrants Program	Provides funds to support the development of law enforcement's capacity to implement community policing strategies	- Up to \$75,000 - No local match requirement - Anticipated next deadline: June 2023	5 categories: community violence intervention, officer recruitment & retention, hate crimes and domestic extremism, underserved populations, and building trust and legitimacy within the community - Not as competitive as other DOJ programs, but requires an element of innovation to be competitive - Contact: askcopsrc@usdoj.gov or 800.421.6770
DOJ Cops Technology Equipment Program	Funds the development and acquirement of equipment, technologies, and interoperable communications that assist in responding to and preventing crime	- Up to \$8 million with no match required - Anticipated next deadline: June 2023	- Can help fill any remaining funding caps for WYOLink compliance - Contact askCopsRC@usdog.gov or 800-421-6770

Public Safety & Hazard Mitigation			
Opportunity	Purpose	Amount, Match, & Deadline	Potential Uses & Key Considerations
US DOJ COPS Hiring Program	Funding to hire and/or rehire additional career law enforcement officers to increase their community policing capacity and crime prevention efforts.	- Up to 36 months of officer salary - Local match required - Anticipated next deadline: June 23	- Police Department has experience and success securing COPS funds - Contact: askcopsrc@usdoj.gov or 800.421.6770
US DOJ COPS Law Enforcement Mental Health and Wellness Act (LEMHWA) Program	Improve the delivery of and access to mental health and wellness services for law enforcement through the implementation of peer support, training, family resources, suicide prevention, and other promising practices for wellness programs.	- Up to \$175,000 - No match requirement - Anticipated next deadline: April 2023	Contact: askcopsrc@usdoj.gov or 800.421.6770
FEMA Assistance to Firefighters Grants (AFG)	Resources that equip and train emergency personnel to recognized standards, enhance operational efficiencies, foster interoperability, and support community Resilience.	- Up to \$1.5 million in funding - At least 5% match required - Anticipated next deadline: February 2023	- Project match: Radio equipment upgrades - Contact: Ted Young at 303.235.4791 or ted.young@fema.dhs.gov
FEMA Fire Prevention & Safety Grants (FP&S)	Funding to provide critically needed resources to strengthen community fire prevention programs and enable scientific research on innovations that improve firefighter safety, health, and wellness.	- Up to \$1.5 million in funding 5% match required - Anticipated next deadline: February 2023	- Could support all-hazards and community risk reduction efforts - Contact: firegrants@fema.dhs.gov or 866.274.0960
FEMA Staffing for Adequate Fire and Emergency Response (SAFER)	Funding directly to fire departments and volunteer firefighter interest organizations to help them increase or maintain the number of trained, "front line" firefighters available in their communities.	- Up to \$1.5 million in funding 5% match required - Anticipated next deadline: February 2023	- Project match: Staffing training and retention. - Contact: firegrants@fema.dhs.gov or 866.274.0960
FEMA Building Resilient Infrastructure and Communities (BRIC)	Funding for hazard mitigation tactics such as capability and capacity building, mitigation activities, and covering management costs. Hazards include drought, earthquakes, severe storms, fire, and extreme heat	- Up to \$500,000 available 25% match required - Anticipated next deadline: January 2023	- Applications must first be submitted to state; state's submit subapplicants' projects to FEMA - Contact: Shamika McDonald, State Hazard Mitigation Officer, at 307.777.4914 or Shamika.mcdonald1@wyo.gov

Public Safety & Hazard Mitigation			
Opportunity	Purpose	Amount, Match, & Deadline	Potential Uses & Key Considerations
USDA Forest Service Community Wildfire Defense Grant Program	Funding for the Development and Revision of Community Wildfire Protection Plans (CWPP) and the Implementation of Projects described in a CWPP that is less than 10 years old	• Up to \$10 million • 10% match is required for Development/Update projects. • 25% match is required for Implementation projects. • Deadline: October 7, 2022	• Prioritizes at-risk communities in an area identified as having high or very high wildfire hazard potential, are low-income, and/or have been impacted by severe disaster. • Contact: Sheila Walker, accessga@usda.gov
BJA Edward Byrne Memorial Justice Assistance Grant (JAG) Program	Funding to support law enforcement, prosecution, crime prevention and education, corrections, drug treatment and enforcement, planning, evaluation, technology improvement, crime victim and witness initiatives, mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.	• Up to \$4,283,151 • No match requirement • Next expected deadline: August 2023	• Teton County does not appear on List, meaning Jackson Police Department must apply competitively • Contact: grants@ncjrs.gov or 800.851.3420
USDA Community Facilities Direct Loan & Grant Program	See page 25.		• Could support construction of a new police station with loan or up to 35% grant funding, depending on location.

Arts & Culture			
Opportunity	Purpose	Amount, Match, & Deadline	Potential Uses & Key Considerations
National Endowment for the Arts - Grants for Arts Projects	Supports public engagement with, and access to, various forms of art across the nation, the creation of art, learning in the arts at all stages of life, and the integration of the arts into the fabric of community life.	- Up to \$100,000, typically between \$25,000 to \$50,000 1:1 match required - Anticipated next deadline: February 2023	- Various local arts organizations should consider applying to these grants, which come around twice per year and support a variety of visual, performing, and public art projects - Several local arts organizations have had success with NEA - Administration/reporting will lie with arts organization as the applicant - Find appropriate contact according to discipline of project here.
National Endowment for the Arts – Our Town	Supports activities that integrate arts, culture, and design into local efforts that strengthen communities. Eligible projects advance local economic, physical, or social outcomes in communities, ultimately laying the groundwork for systems change and centering equity. Projects require a partnership between a nonprofit organization and a local government entity, with one of the partners being a cultural organization.	- Up to \$150,000 1:1 matching requirement - Deadline: August 4, 2022	- Town partnered on Our Town grant that was ultimately disrupted by NEPA - Good resource for arts projects that intersect with community climate, equity, and other goals - Administration/reporting will lie with arts organization <i>if</i> arts organization serves as applicant - Contact: OT@arts.gov
Wyoming Arts Council Community Support Grant	Designed for project and/or operational support for organizations that provide services to their community through the arts.	- Up to \$10,000 1:1 match required - Anticipated next deadline: April 2023	- Small grants for local arts organizations - Contact: Amara Fehring at amara.fehring@wyo.gov or 307-630-3918.
Wyoming Cultural Trust Fund	Funding of innovative projects for the enjoyment, appreciation, promotion, preservation, and protection of the state's arts, cultural and historic resources; and to support and invest in Wyoming institutions that help further this mission.	- Up to \$50,000, with an average award of \$18,000 1:1 match required - Deadline: October 1, 2022	- Optional draft deadline: September 15, 2022 - Contact: Renee Bovee at (307) 777-6312 or renee.bovee@wyo.gov.

Arts & Culture			
Opportunity	Purpose	Amount, Match, & Deadline	Potential Uses & Key Considerations
National Endowment for the Humanities Infrastructure and Capacity Building Challenge Grants	Strengthen the institutional base of the humanities by enabling infrastructure development and capacity building. Awards of federal matching funds aim to help institutions secure long-term support for their core activities and expand efforts to preserve and create access to outstanding humanities materials. Funding for capital projects and digital infrastructure.	• Up to \$1 million • Three levels of awards with different match ratios: majority of match must be fundraised after award ○ Up to \$150,000: 1:1 ○ \$150,001 to \$500,000: 3:1 ○ \$500,001 to \$1,000,000: 4:1 • Deadline: October 5, 2022 (another round due in the spring)	• Could support upgrades to the Arts Center and other facilities needs for arts and humanities organizations and museums in the community • Jackson Hole Historical Society & Museum secured this grant for museum relocation with help from S2. • Optional draft deadline: August 17, 2022 • Contact: the Office of Challenge Programs Team, (202) 606-8309, challenge@neh.gov
National Endowment for the Humanities Public Humanities Projects	Supports projects that bring the ideas of the humanities to life for general audiences through public programming.	• Up to \$75,000 for planning • Up to \$400,000 for planning • No match requirement • Deadline: August 10, 2022	• Projects must engage humanities scholarship to analyze significant themes in disciplines such as history, literature, ethics, and art history. • Awards support projects intended to reach broad and diverse public audiences in non-classroom settings • Contact: the Division of Public Programs Team, publicpgms@neh.gov
National Park Service Save America's Treasures (SAT) Program	Funds preservation and/or conservation assistance to nationally significant historic properties and collections.	• Up to \$500,000 for preservation projects, with a minimum of \$125,000 • Up to \$500,000 for collections projects, with a minimum of \$25,000 • 1:1 match requirement • Anticipated next deadline: Spring 2023	• Eligible properties must be either individually listed as a National Historic Landmark or be a contributing property within a National Historic Landmark district or be listed in the National Register of Historic places for national significance or be a contributing property within a nationally significant National Register Historic District. • Sites on the National Register within Jackson with national significance: ○ Miller Cabin ○ Miller Grace & Robert Ranch ○ Others in Moose, Moran, and the Parks • Contact: 202-354-2020, STLPG@nps.gov

Small Business & Economic Development			
Opportunity	Purpose	Amount, Match, & Deadline	Potential Uses & Key Considerations
WBC Ready Community Grants & Loans	Financing for publicly owned infrastructure that serves needs of businesses and promotes economic development	• Up to \$3 million • Match requirements range from 10% to 25% • Quarterly application deadlines. Next deadline: September 1, 2022	• Could potentially support public wifi for Town Square • Previous projects in Jackson include Snow King Sports & Events Center, Snow King snowmaking infrastructure, and wastewater treatment conveyance • Eligible projects include water; sewer; roads; airports; rights of way; telecommunications; land; spec buildings; amenities within a business park, industrial park, business district; landscaping, recreation, and educational facilities; and other physical projects in support of primary economic and educational development. • Contact: Patrick Edwards, 307-389-2762, patrick.edwards@wyo.gov
Wyoming Dept of Workforce Services Workforce Development Training Fund Grants	Grants that address workforce training needs: • Business Training • Internships • Apprenticeships Pre-Hiring Economic Development	• Up to \$5,000 • 10% match required • Rolling deadline	• Contact for general inquiries: 307-777-8717, dws-wdtdf@wyo.gov • Contact for Programmatic Questions: Jennifer Wilch, 307-777-8716, Jennifer.wilch@wyo.gov

Ecosystem Stewardship, Climate Action, & Environmental Sustainability

Opportunity	Purpose	Amount, Match, & Deadline	Potential Uses & Key Considerations
The Funders Network for Smart Growth: Partners for Places	Supports partnerships between local government leaders, community groups, and place-based foundations to advance sustainability, equity, and smart growth.	• General grants up to up to \$150,000 for 2 years; green infrastructure grants up to \$100,000 • 1:1 match from community foundation required • Next deadline expected in April of 2023	• Could support TCAP's efforts to establish a community dashboard to track progress on climate action across sectors • Higher odds for success with this competitive grant program than reaching out to foundations cold; S² has track record of success with this grant program. • Contact: Ashley Quintana at ashley@fundersnetwork.org or (305) 667-6350 ext. 201
USDA Rural Energy for America Program Renewable Energy Systems & Energy Efficiency Improvement Guaranteed Loans & Grants	Provides guaranteed loan financing and grant funding to rural small businesses and agricultural producers to make energy efficiency improvements or for renewable energy systems.	• Grants require a 75% local match. • Loans require the applicant to provide 25% of the project cost. • Up to \$500,000 for Renewable Energy System Grants and up to \$250,000 for Energy Efficiency Grants. • Due October 31, 2022	• Could support community solar or energy efficiency improvements; would need to partner with a local green builder or solar installer to access funds. • Contact: Natalie Macsalka, USDA Rural Development Wyoming State Energy Coordinator at natalie.macsalka@usda.gov or 307-240-3203
USDA Rural Energy for America Program Energy Audit & Renewable Energy Development Assistance Grants	Assists rural small businesses and agricultural producers by conducting and promoting energy audits and providing Renewable Energy Development Assistance (REDA).	• Maximum aggregate amount of an energy audit and REDA grant in a Federal fiscal year is \$100,000. • Applications due January 31, 2023	• Eligible applicants include local governments, rural electric cooperatives, and public power entities • Provides funding for staff costs, travel expenses, and supplies needed to conduct energy audits for small businesses and agricultural producers • Contact: Natalie Macsalka, USDA Rural Development Wyoming State Energy Coordinator at natalie.macsalka@usda.gov
USDA Rural Energy Pilot Program	Offers financial assistance for rural communities to further develop renewable energy.	• Up to \$2 million • 20% required match • Next expected deadline: July 18, 2022	REPP grant funds can be used to support: • Community energy planning, capacity building, and technical assistance • Community efficiency and weatherization • Installation and equipping of community-scale renewable energy technologies and systems • Priority is given to distressed and high energy-burden communities, in which households spend a greater proportion of their income on energy costs compared to the average U.S. household.

Ecosystem Stewardship, Climate Action, & Environmental Sustainability

Opportunity	Purpose	Amount, Match, & Deadline	Potential Uses & Key Considerations
Robert Wood Johnson Foundation Pioneering Ideas Grant Program	Exploring the Future to Build a Culture of Health seeks proposals that are primed to influence health equity in the future: Future of Evidence; Future of Social Interaction; Future of Food; Future of Work.	• Average grant amount of \$315,000 • No match requirement • Rolling deadline	• Could be an opportunity to secure funding for innovative work at the intersection of ecosystem stewardship and community health • Councilmember Schechter raised the City's commitments to ecosystem stewardship as a core component of community health • Must contain a research/evaluation element and have metrics that impact human health outcomes
EPA Brownfields Grant Programs	Provide direct funding for brownfields assessment, cleanup, revolving loans, environmental job training, technical assistance, training, and research.	• Up to \$800,000 for Multi-Purpose Grants; \$40,000 required match • Up to \$1 million for Assessment Coalition grants or \$500,000 for Community-Wide Assessment • Up to \$1 million for Revolving Loan Fund • Up to \$2 million for Clean Up (20% match required)	• While staff indicated that they are not aware of brownfields issues, these grants can help defray environmental costs for developers, which could play a role in housing development or other community capital construction projects on properties with known or suspected contamination • Includes former gas stations, dry cleaners, maintenance properties, etc. • Contact: EPA Region 8 Melisa Devincenzi, Devincenzi.Melisa@epa.gov, (303) 312-6377
DOE Energy Efficiency and Conservation Block Grant Program	Provides funds to implement strategies to reduce energy use, reduce fossil fuel emissions, and to improve energy efficiency.	• Estimated application opening date: 4th quarter 2022	• Can support hiring technical consultants, conducting energy audits, renewable energy generation, and material conservation • Funds will go to CDBG communities by formula; Jackson will likely need to apply to the State for funding
NFWF Western Big Game Seasonal Habitat and Migration Corridors Fund	Provides funding to conserve critical winter range and migration corridors to maintain healthy populations of pronghorn, elk and mule deer, and the phenomenon of big game migration.	• Grants will range from about \$200,000 to \$350,000 • 1:1 match required • Next expected deadline November 2022	• Program priorities include restoring degraded habitat, permissive fencing measures, conservation easements, and other proven actions • Contact: Seth Gallagher, Program Director, Grasslands & Mountain Est, seth.gallagher@nfwf.org or Daley Burns, Regional Program Senior Coordinator, daley.burns@nfwf.org

Ecosystem Stewardship, Climate Action, & Environmental Sustainability

Opportunity	Purpose	Amount, Match, & Deadline	Potential Uses & Key Considerations
NFWF Bring Back the Native Fish	Provides funding to restore, protect and enhance native fish species of conservation concern, especially in areas on or adjacent to federal agency lands	- Grant awards generally range from \$50,000 to \$100,000 1:1 match required - Next expected deadline August 2023	- Intermountain West native trout and char including Yellowstone/Snake River River, San Juan, and Greenback cutthroat trout, bull trout, Apache trout, and Gila trout are priority species - Eligible project activities include restoring connectivity, restoring riparian water quality, invasive species management, and innovation - Contact: Kirsten Neff at Kirstin.Neff@nfwf.org, 303-222-6485
NFWF Wyoming Golden Eagle Fund	Environmental grant program for golden eagle conservation projects in the state of Wyoming	- Grants of up to \$750,000; smaller projects considered - Expected next deadline: January 2022 – NOT COMPLETELY CLEAR PROGRAM WILL RETURN – checking on this	- Funding will be available for projects that: - Protect or restore golden eagle habitat - Reduce the risks of golden eagle death, injury and disturbances - Rehabilitate injured golden eagles - Provide education and outreach about golden eagles in Wyoming - Facilitate the collection and analysis of golden eagle monitoring data - Contact: Courtney.Kwiatkowski@nfwf.org
US DOI Bureau of Reclamation WaterSMART Grants	See page 23.		Water conservation projects are eligible.
USDA Composting and Food Waste Reduction (CWFR)	Develop and test strategies for planning and implementing municipal compost plans and food waste reduction plans.	- Up to \$300,000 25% matching requirement - Deadline: September 1, 2022	<i>S2 actively working with ISWR on application for air knife to separate light paper/plastics and improve commercial composting participation.</i> - General Contact: urbanagriculture@usda.gov - Contact: Melanie Krizmanich, Grants Management Specialist, at 202.572.5805 or melanie.krizmanich@usda.gov
New Inflation Reduction Act Programs	Bill includes \$3 billion in Environmental and Climate Justice Block Grants to address disproportionate environmental and public health harms related to pollution and climate change		

Health & Human Services			
Opportunity	Purpose	Amount, Match, & Deadline	Potential Uses & Key Considerations
Wyoming Department of Health Capital Construction and Provider Relief Grant	Grants to health and human services providers to improve existing infrastructure and to provide financial relief to providers who are at imminent risk of closure.	- Up to \$500,000 - Deadline: September 1, 2022	- S2 has spoken with One22 and will speak with County Health Department about assistance with applications - Contact: wdh.hhs.caprelief@wyo.gov
WY OSLI Health and Human Services (HHS) Capital Construction ARPA Grants	Funds for health & human services infrastructure/capital construction investments, community mental health center regional crisis stabilization facilities, women's substance use disorder facilities, rural health clinics, and rural telehealth pilots.	- Up to \$10 million 1:1 match required - Deadline: August 12, 2022	- S2 has spoken with One22 and Wyoming Children's Museum about potential projects; however, program has stringent eligibility requirements that limit to traditional health providers - Contact: Beth Blackwell, Grants and Loans Manager at 307.777.6373 or Elizabeth.blackwell@wyo.gov
WBC Ready Community Grants & Loans	See page 31.		WBC Ready Community grants can support childcare facilities and other facilities dedicated to public services; could support One22's facilities needs
CDC Drug-Free Communities Support Program	Mobilizing community leaders to identify and respond to the drug problems unique to their community and change local community environmental conditions tied to substance use.	- Up to \$125,000 - Anticipated next deadline: April 2023	Could support Community Prevention Coalition of Teton County
HHS SAMHSA Building Communities of Recovery	Mobilize and connect a broad base of community-based resources to increase the prevalence and quality of long-term recovery support for persons with substance use disorders (SUD) and co-occurring substance use and mental disorders (COD).	- Up to \$300,000 15% match required - Anticipated next deadline: June 2023	Contact: Enid Osborne, SAMHSA, (240) 276-1624

Health & Human Services			
Opportunity	Purpose	Amount, Match, & Deadline	Potential Uses & Key Considerations
USDA Farmers Market Promotion Program	Fund projects that expand domestic farmers markets, roadside stands, CSA programs, agritourism activities, online sales, or other direct producer-to-consumer market opportunities.	• Up to \$250,000 • 25% match required • Expected next deadline: Spring 2023	• Focuses on promoting local food producers through marketing for farmer's markets • Contact: FMLFPPgrants@usda.gov
USDA Community Food Projects Competitive Grants Program (CFPCGP)	Fight food insecurity through developing community food projects that help promote the self-sufficiency of low-income communities. Community Food Projects are designed to increase food security in communities by bringing the whole food system together to assess strengths, establish linkages, and create systems that improve the self-reliance of community members over their food needs.	• Up to \$400,000 • 1:1 match required Anticipated next deadline: December 2022	• Can support expanding access to low-income individuals through subsidizing CSAs or SNAP utilization at farmer's markets • Contact: Lydia Kaume, National Program Leader at Lydia.kaume@usda.gov
USDA Community Facilities Direct Loan & Grant Program	See page 25.		• Can support a variety of community facilities, such as the Jackson Hole Children's Museum, the One22 foodbank, childcare centers, health clinics, community centers, etc.

STAFF REPORT



Meeting Date:	August 15, 2022	Meeting Title:	Special Workshop
Submitting Department:	Planning Department	Presenter:	Paul Anthony
Agenda Item:	P22-194 Flat Creek Apartments at 400 West Snow King	Public Comment:	Yes

Purpose & Policy Considerations.

For Council to review a proposed 48-unit affordable housing project (Flat Creek Apartments) located in the southern portion of the 26+ acre Rodeo/Fairgrounds site (400 W. Snow King Avenue) that is utilizing public land and funds and managed by the Jackson Teton County Housing Department.

Requested Action.

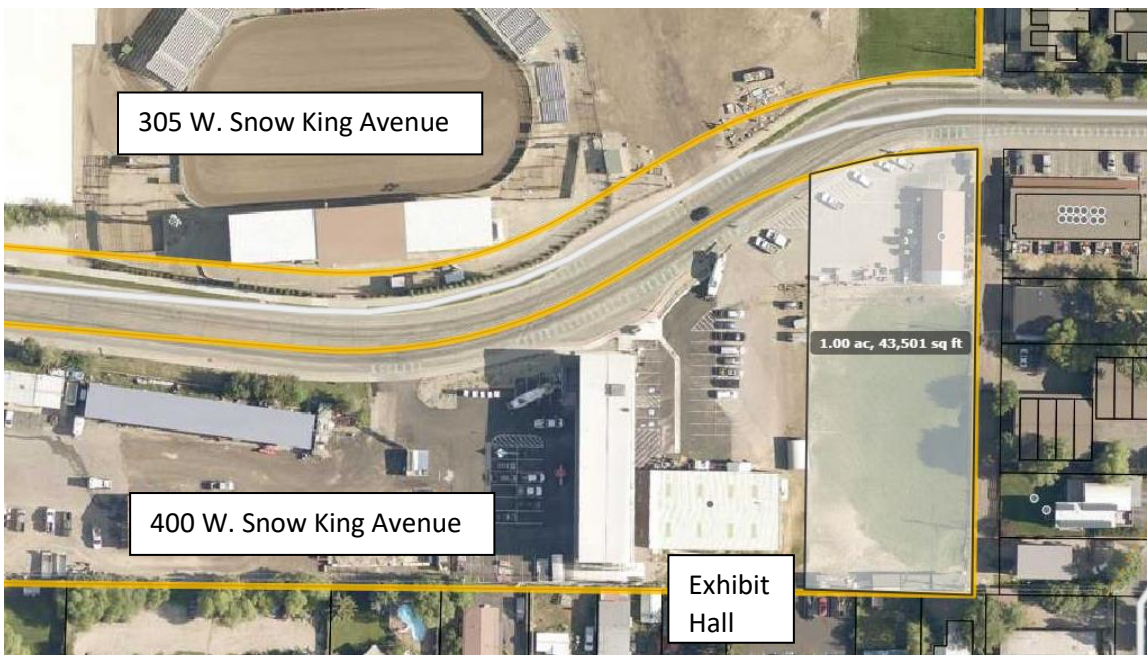
For Council to provide comments on the design and hear public comment on the proposed Flat Creek Apartment project prior to the project being submitted for building permit.

Recommendations.

The Planning Director has no recommendation on this item.

Analysis.

The applicant for this item is the Jackson Teton County Housing Department and the private developers of the project, BlueLine Development and Flat Creek Apartments, LLC. This item is being brought forward for Council review at a workshop consistent with other recent deed-restricted housing projects from the Housing Department that used public land and/or funds (e.g., Jackson Street Apartment, 174 N. King Condominiums). The purpose is to provide the Council and public an opportunity to review larger residential projects before the designs are finalized and submitted for building permit. Because this project is 100% deed restricted, and because deed restricted units are exempt from our development thresholds under the LDRs, the Flat Creek Apartments project does not otherwise require a Development Plan permit or public hearing process. This workshop is intended to provide a public forum where the Council and public can discuss the project.



In summary, the project is located in the eastern-most 1 acre of 400 W. Snow King Ave that is located south of West Snow King Avenue (see picture above). This approx. 7-acre area constitutes the southern portion of the larger 26-acre Rodeo/Fairground site that also includes the northern portion of the site addressed as 305 West Snow King Avenue. The entire site is owned by the Town of Jackson and used for a variety of governmental offices and uses but primarily for rodeo and fairground uses. For that reason, we refer to the entire 26-acre, interdependent site as the Rodeo/Fairgrounds site. The existing Exhibit Hall (3,500 sf), Parks and Recreation Department office and shop, and grass lawn area will be demolished to make room for the apartment building and expanded parking lot. The current Exhibit Hall uses will be relocated into the much larger space at the newly renovated Community Center (about 12,000 sf of community center space) on the north portion of the site where the main Fairgrounds uses exist. The Parks and Recreation uses have generally already been relocated into the newly built mixed-use building located immediately to the west of the proposed Flat Creek Apartment building. Shared parking will be provided between the two buildings.

An affordable housing project at this location at 400 W. Snow King Avenue was first planned and added to the Housing Department's Housing Supply Plan in 2018 with joint approval from the Town Council and Board of County Commissioners. Over the last few years, more detailed planning has continued and involved coordination among many different governmental entities, including the Teton County Fair Board. The funding piece was largely resolved when the project obtained approval this year for Low Income Housing Tax Credits (LIHTC), HOME Funds, and National Housing Trust Funds, worth approximately \$15 million from the Wyoming Community Development Authority. These are the first LIHTC awarded in Jackson in almost 20 years and will target rental apartments for local workers making between 30% and 60% of Area Median Income (AMI). The project is a public-private partnership and will be constructed and operated by private developers BlueLine Development and Flat Creek Apartments, LLC. The Town will get the right of first rental for 4 units.

While the project is located in the Public/Semi-Public (P/SP) zone, which largely has no dimensional standard limits (height, setbacks, greenspace, etc.), it was designed to generally meet the dimensional standards of the Neighborhood High Density - 1 (NH-1) zone in an effort to better blend the bulk and scale of the project with the adjacent residential areas, which are zoned Neighborhood Medium Density - 1 and (NM-1) and Neighborhood Medium Density - 2 (NM-2). Thus, similar to development in NM-1 and NM-2 zones, the proposed building will be 35' in height, is limited to three stories, has 10' side setbacks and a 20' front setback, and provides at least 21% of the site in landscape area. The building would be approximately 43,000 sf in size and includes 48 rental units: 24 one-bedrooms, 12 two-bedrooms, and 12 three-bedrooms. Units range in size from 480 sf to 791 sf.

Primary vehicular access would be taken from Snow King Avenue, but residents or guests can also access the site from the alley to the east. A total of 110 parking spaces are proposed that will serve not only the new housing development but will also be partially shared with the new Parks and Recreation building to the west.

The Design Review Committee (DRC) reviewed this item over four meetings and has recommended approval. The DRC spent much of its time considering the overall design and bulk of the building, including special focus on the exterior materials (to avoid using too many dark materials), windows, and variation of the facades. They also reviewed closely the outdoor playground design, pedestrian connections, and landscaping plan. The exterior materials include a variety of grey, white, woodgrain cedar, and rusty metal panels (see below for approved rendering and site plan of the project).



Review Process: This workshop will be the only public hearing opportunity on the Flat Creek Apartment project. The project will proceed to building permit after comments from the workshop are considered and addressed by the applicant. Previously, the applicant had applied to rezone the 1-acre project site from P/SP to NH-1 but that application was withdrawn. It was withdrawn due to a revised formal interpretation by the Planning Director that determined that the addition of the 48 ARU apartments on the site would, in fact, be considered an accessory use (i.e., less than 50% of total floor area) on the entire 26+ acre Rodeo/Fairgrounds site. A previous formal interpretation on the same question had used only the southern portion of the Rodeo/Fairgrounds site (i.e., 7+ acre area south of Snow King Avenue) as the base site area and so had concluded that the ARU project would not constitute a minority and accessory use. Among other things, the revised interpretation applied the Council's recent decision to consider both the main campus of the St. John's Hospital north of East Broadway and the Hitching Post property south of East Broadway as one unified site as clear precedent to treat both the north and south sides of the rodeo-fairgrounds as one site as well. Doing so treats two similar cases in the same way and would allow similar P/SP sites that are both split into south and north areas by road ROWs to be developed with ARU projects that are still considered accessory uses to larger primary uses on each site.

Possible Alternatives.

None recommended.

Comprehensive Plan & Priority Alignment.

Policy 3.2.d: Emphasize a variety of housing types

Policy 4.1.b: Emphasize a variety of housing types, including deed-restricted housing

Policy 5.1.a: House at least 65% of the workforce locally

Policy 5.1.b: Focus housing subsidies on full-time, year-round workers

Policy 5.2.c: Provide workforce housing solutions locally

Policy 5.3.c: Create workforce housing to address remaining shortages

Policy 5.4.a: Implement the Workforce Housing Action Plan

Policy 5.4.c: Promote cooperative efforts to provide workforce housing

As can be seen from the above list of Comprehensive Plan policies, the proposed Flat Creek Apartments would support many different community goals. In particular, the project would provide affordable housing to hard-to-serve lower income residents, help the community to reach our 65% local workforce goal, help us to not export our housing problems to neighboring communities, and would do so at a central location in Town close to services and jobs. This project is also a great example of leveraging financial resources from outside of the community through the award of the LIHTC from the State.

Fiscal Impact.

The project includes the provision of approximately 1 acre of Town land, \$1 million of housing supply funds, and then approximately \$15 million provided by the State through the LIHTC, HOME, and NHTF programs. The Town has committed up to another \$1.25 million of housing supply funds to this development in the event that Community Development Block Grant funding is not awarded next year.

Staff Impact.

Staff has spent approximately 40 hours reviewing this project and providing this staff report.

Attachments or Links.

Review packet submittal from applicant

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

No motion is requested for this item but any comments will be noted and addressed by the applicant and staff in the subsequent building permit process as deemed practical.



Flat Creek Housing Project

April 25, 2022

DESIGN REVIEW COMMITTEE REQUEST #2

PROJECT NARRATIVE & DRC RESPONSE TO FIRST ROUND COMMENTS

Lot Info

Address: 400 West Snow King Avenue

PIDN: 22-41-16-33-1-00-027

Legal: PT. SE1/4NE1/4, SEC. 33, TWP. 41, RNG. 116 MAP T-57 (FAIR GROUNDS, INCLUDES PUBLIC WORKS DEPT.)

Area: Project Site 1.00 acres (43,560 s.f.)

Zoning: NH-1

Overlays: N/A

Scale of Development

FAR: 1.00 (43,560 s.f.)

Allowed: .40 (17,424 s.f.)

2:1 Bonus: .91 (39,753 s.f.) - all deed restricted housing

Site Development: .31 (13,389 s.f.)

Allowed: .79 (34,412 s.f.)

Building Setbacks

Primary Street – 20'

Secondary Street – 10'

Side Interior – 10'

Rear – 20'

New Parking:

Residential:

1/DU < 500 s.f., otherwise 1.5/DU

Parking Spots:

110 provided (105 required for this project 60 residential + 45 for Parks & Rec)

Landscape Ratio

Min:

.21 (9,148 s.f.)

Plant Units (min):

1/1,000 s.f. landscaped area + 1/12 parking spots

Building Height

Max height:

35' (roof pitch < 3/12), 37' (roof pitch 4/12 & 5/12), 39' (roof pitch > 6/12)

Stories:

3 stories

Existing Property Conditions

- 2 existing onsite buildings to be demolished for the expansion of parking and new apartment development.
- Existing parking area to remain and expanded for new apartment development.
- Existing sewer, water, and storm drainage utilities currently located onsite will serve the new apartment development.

Development Overview:

Flat Creek Apartments will be a 48-unit apartment development located in Jackson, WY. The development will be designed to consist of one building that will be three stories in height. The following elements will be implemented into the design:

- 24 units will be one bedroom with one bathroom with an approximate size of 480 square feet.
- 12 units will be two bedrooms with one bathroom with an approximate size of 678 square feet.
- 12 units will be three bedrooms with two bathrooms with an approximate size of 791 square feet.
- Common spaces will include a computer center, a manager's office, an exercise room, and a multi-purpose room.

Quality of Construction

Flat Creek Apartments will be built exceeding the typical building standards with the following building features:

- Roofing/Siding > 30-year warranty
- Windows > .3 U-Value or lower
- Energy Star lighting throughout the project
- Motion controlled exterior lighting
- Energy Star Refrigerator, dishwasher, ceiling fans, and washer and dryer
- Ceiling Fans
- Smart Thermostat (Internet-connected and "linkable" to home automation systems)
- Certifications
 - a. Energy Star Certification
 - b. Energy Star Rating for 5% or more of the units
 - c. HERS rating at or below 80

Project Amenities

- Tot Lot
- Security Cameras
- Exercise Room
- Computer Center
- BBQ/Picnic Area
- Storage Areas
- Dog Walk Area
- Multi-purpose Room

Unit Amenities

- Dishwasher
- Garbage Disposal
- Washer/Dryer provided in-unit
- Central HVAC System
- Wired High Speed Internet
- Programmable Thermostat
- Luxury Vinyl Tile Flooring

FLAT CREEK APARTMENTS LOW INCOME HOUSING TAX CREDITS & FUNDING

This initial concept for this project began many years before BlueLine Development and Snow King Partners became involved – the Town of Jackson had earmarked this piece of land for affordable housing units and decided, after failed attempts at various funding sources, to publish a Request for Proposals from developers experienced in Low Income Housing Tax Credits. In the Fall of 2021, BlueLine and Snow King Partners completed a Low Income Housing Tax Credit application to the Wyoming Community Development Authority (WCDA) for competitive 9% tax credits. WCDA and their Board of Directors awarded Flat Creek Apartments tax credits, just one of two projects out of 13 applications in Wyoming to receive 2022 awards. Flat Creek Apartments is the second-ever new construction LIHTC awarded in the town of Jackson with the first and only other project awarded almost 20 years ago, in 2003. Anything that was included in Flat Creek Apartments' tax credit application, which incorporates hundreds of documents, is considered a commitment to WCDA and the tax credit award is conditional on meeting those commitments; these documents include site location, general site plan, developer and property manager experience, project and unit amenities, energy star appliances and certification, project costs, and much more. Flat Creek Apartments was awarded \$1,387,817 in annual credits for 10 years which equates to \$12,940,099 in total funding provided by an investor. Simultaneously, the project was awarded \$1,455,000 in HOME funds and \$870,000 in National Housing Trust Funds. These programs require that this project is maintained as low-income for a minimum of 30 years and because of these programs, the development team can construct 48-units of brand-new rental apartments on Snow King Avenue in Jackson. Funding beyond the sources listed above are provided by monetary contribution from the Town of Jackson's housing fund, a pending application for CDBG funding, and a construction loan that is limited at a capped amount based on the other equity and financing sources. Based on these sources and the limits to the debt, Flat Creek Apartments has a finite budget to work from to provide quality, comfortable, and safe housing for rent-burdened residents of the community. Considering the amenities provided, the exterior changes being made, and the continually changing construction market, the developers and designers are using creative solutions to maintain the project's quality, durability, and approachability. Flat Creek Apartments will consist of 24 one-bedroom, 12 two-bedroom, and 12 three-bedroom apartments with Income restrictions ranging from 30% of Area Median Income (AMI) to 60% of AMI. Based on HUD's 2022 Rent and Income levels, this puts one-bedroom units for rent at \$604-\$832 per month, two-bedroom units at \$1,038-\$1,434, and three-bedroom units at \$1,146-\$1,585.

MODIFICATIONS TO APPROVED DRC DESIGN:

- Added mechanical and electrical room massing at the North and South ends of the building.
- Provided recessed areas for weather protection at exit doors on the North and South ends of the building.
- Reduced the canopy along portions of the East and West elevations.
- Eliminated the canopy at the deep building recessed areas.
- Replaced two areas of white panelized siding with horizontal faux wood siding.
- Reduced window trim at jams and sills at the horizontal faux wood siding.
- Eliminated window trim at the white cementitious siding and the red metal panel areas.
- Maintained and added eyebrow window trim at the red metal panel areas.
- Large living room window changed to two separate windows to meet standard sizing requirements.

DRC RESPONSE TO FIRST ROUND COMMENTS – April 13, 2022

In an effort to address the feedback from the Design Review Committee meeting held on April 13, the development and design teams have worked quickly and intentionally to incorporate feedback where it is feasible and provide background on feedback that cannot be incorporated into the design.

- The monolithic building comment has been contemplated and addressed with improvements to the exterior look and feel as well as changes to the roofline to add more variation. Due to the affordability and the site constraints (more below) of this project, the design and development team estimate that going from one building to two will be an increased cost of \$900,000 in the exteriors alone by adding approximately 12,000 square feet of exterior walls, and likely upwards of \$1.5mm in additional costs total.
- The comment regarding human scale and interaction with pedestrians has been addressed with improved landscaping design as well as a first-floor canopy to provide additional exterior texture and a welcoming entrance. The north-facing side of the building incorporates a new window pattern, entrance canopy, along with different use of materials to help address the pedestrian interaction and human scale concern.
- Window sizes and patterns were revised to be larger, include more variation, and a more inviting look.
- Exterior material pattern has been revised and these changes incorporate more palatable and intentional transitions

- Concerns regarding the EFIS and material durability are appreciated as we, as the developers of this building, mainly focus on three things: affordability, durability, and approachability. As part of our application, Flat Creek Apartments has committed to using exterior products (roofing and siding) that have a minimum of a 30-year warranty.
- Regarding the land and site: the town of Jackson, though due process, designated the 1-acre piece of land within town of Jackson-owned land as a future site for affordable housing which was then represented in the Request for Proposals. Once BlueLine and Snow King Partners were selected, the process to apply for tax credits began; as mentioned above, the application includes detailed information about this specific site, as designated by the town. Any deviation to the site post-award (which was February 2022) puts Flat Creek at risk of losing the support from the state agency. Additionally, the town of Jackson specified that the roadway to the south of the building which connects to the alley was to remain as available access. And last, the parking requirements as requested by Town of Jackson for our development includes 60 parking stalls for 84 beds and shared access of 45 additional parking stalls for Parks and Recreation building. The 1-acre lease area cannot be modified.
- Beyond the parking requirements listed above, the request to reduce parking could be a possibility, however the developers and the town strongly suggest parking be kept to the standard set without a request for reduction. Due to the shared lot, the lack of street parking, and property management experience in Jackson and elsewhere, 110 spaces are sufficient for shared access with Parks and Recreation and our new development.
- Private outdoor spaces such as balconies or patios were considered for this development however, it is not financially feasible due to budget constraints. As a response, changes to the windows and enlarging window sizes were incorporated to provide more natural light and create an opportunity for a better connection to the outdoors for all of the resident units.

DRC RESPONSE TO SECOND ROUND COMMENTS – May 11, 2022

- Materials and colors need to be finalized at the time of the meeting. There was not a clear answer on what type of concrete would be used. Also, the color of the corrugated metal sample did not match the rendering well. The DRC needs to have material samples that accurately match the renderings.
All exterior materials and colors have been finalized and submitted as a portion of this DRC submittal.
- The applicant needs to provide street contextual renderings.
We have attached some additional rendering views that helps portray the design of the new project and adjacent surrounding properties at street level along Snow King Avenue
- The white material against the dark material did not mesh well.
The dark black metals and black fiber cement panels were eliminated from the overall exterior design of the project.
- There was too much dark metal. Consider a change in materials and/or colors to brighten/warm the building up.
- **The dark black metals and black fiber cement panels were eliminated from the overall exterior design of the project. The design now includes EIFS panel materials that are more vibrant and appealing on the exterior of the building. These EIFS panels represent a rusty oxidized metal and lighter wood grain tones in cedar and light gray that have helped to brighten up the exterior of the project.**
- The material change did not work well with the push and pull. The applicant needs to explore how those two elements can better coincide.
The design now includes areas on the building that are expressed with a break in different material transitions and a break in plane that help to establish the push and pull of the building materials.
- The pocket park still needs work as it was not presented in its final product. There were still concerns over safety being so close to the road. The site plan also didn't quite match the renderings because the BBQ area was shown on one plan but not the other. All plans need to match.
We eliminated the large boulders around the playground. We are showing landscaped hedgerow and bushes around the perimeter of the kids playground this should help create an edge for this area and will protect by keeping kids within the boundaries of the playground area. Site plan and renderings match for the amenities around the site.

- The applicant needs to explore ways to soften the building through use of different materials and/or colors. D
With the use of these new materials, colors, textures, and patterns in this submittal we feel that we are achieving a much more appealing project to present to the DRC.
- The windows still felt too relentless.
The design now has included 2 different window types for the bedrooms and living areas to help break up the elevations of the building.



FLAT CREEK WORKFORCE HOUSING



DESIGN ASSOCIATES ARCHITECTS
130 W. Broadway Suite A, PO Box 4615
Jackson WY 83001
(307) 333-3800
www.dajh.com

ISSUED SETS	

REVISIONS		
REV#	DATE	DESCRIPTION

DRAWN:	-
CHECKED:	-
JOB NO:	2223



JENSEN DESIGN
ARCHITECTS
7730 Leary Way NE, Redmond, WA 98052
www.jd-arch.com
425.754.0218

FLAT CREEK WORKFORCE APARTMENTS
400 WEST SNOW KING AVE, JACKSON, WY 83001

CONCEPTUAL DESIGN

SHEET:

A000

BUILDING CALCULATIONS:

UNIT COUNTS

24 1 BR/1 BATH UNITS
12 2 BR/1 BATH UNITS
12 3 BR/2 BATH UNITS

48 UNITS TOTAL

PARKING CALCULATION

PARKING REQUIRED
THIS PROJECT - 60
EXISTING PROJECT - 45

TOTAL REQUIRED - 105 SPACES
TOTAL PROVIDED - 110 SPACES
(INCL. 4 HC)

AREA CALCULATIONS

STRUCTURE FOOTPRINT
14,135 SF

FIRST FLOOR AREA
14,135 SF

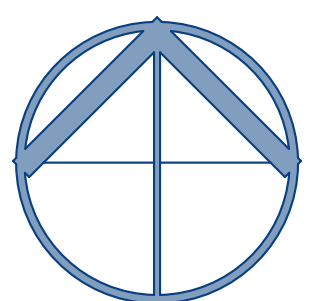
SECOND FLOOR AREA
14,237 SF

THIRD FLOOR AREA
14,237 SF

TOTAL AREA
42,609 SF

LANDSCAPE LEGEND:

- 3" CAL. DECIDUOUS TREE (TOWN OF JACKSON APPROVED STREET TREE)
- 6'- 8' HT. UNDERSTORY TREE/SHRUB
- 5 GAL. - SHRUB
- OVERSIZE WASHED COBBLE
- MULCH AND PERENNIALS
- TURF GRASS
- PLAYGROUND SURFACING
- METAL LANDSCAPE EDGING
- 3' TALL DECORATIVE FENCE



SITE PLAN

20' 10' 0 20' 40'
SCALE: 1" = 20'
(24" X 36" SHEET)



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FLAT CREEK WORKFORCE APARTMENTS
400 WEST SNOW KING AVE., JACKSON, WY 83001

CONCEPTUAL DESIGN

SITE PLAN

SHEET:

A100



1 LEVEL 1
1/8" = 1'-0"



1 LEVEL 2
1/8" = 1'-0"



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CONCEPTUAL DESIGN

FLOOR PLANS

SHEET:

A101





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JOB NO:	2223



400 WEST SNOW KING AVE., JACKSON, WY 83301

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EET:



EAST ELEVATION PROPOSED

1/8" = 1'-0"



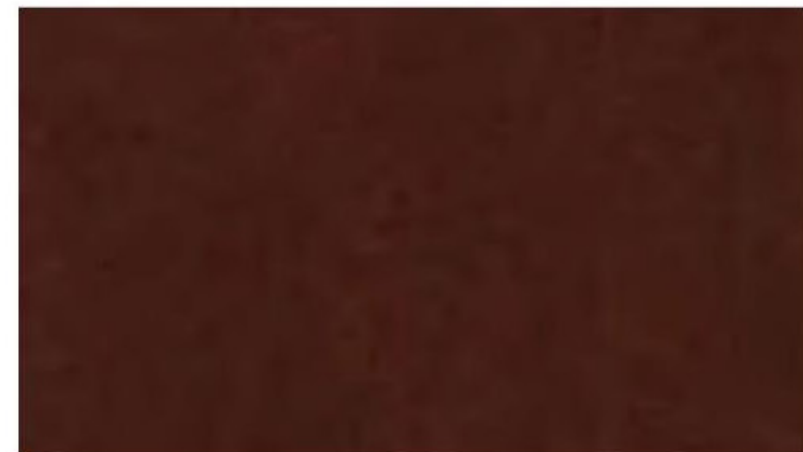
EAST ELEVATION ORIGINAL

HORIZONTAL SIDING



1 WOODGRAIN FINISH CEDAR

METAL PANEL



COLOR RED

PANEL

FIBER CEMENT - COLOR PEARL

HORIZONTAL SIDING



WOODGRAIN FINISH ASH

TRIM



DARK GREY METAL PAINT

WINDOWS



BLACK VINYL

$$1/8'' = 1'-0''$$
$$1/8'' = 1'-0''$$

NORTH ELEVATION ORIGINAL

SOUTH ELEVATION ORIGINAL



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JOB NO:	2223



FLAT CREEK WORKFORCE APARTMENTS

400 WEST SNOW KING AVE, JACKSON, WY 83304

NORTH & SOUTH ELEVATIONS

CONCEPTUAL DESIGN

1521 PINE CIRCLE, JACKSON, WY 83301
732.333.2222 • 434.414 WY
PROJECT 2019

SHEET:

A302



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130 W. Broadway Suite A, PO Box 4615
Jackson WY 83001
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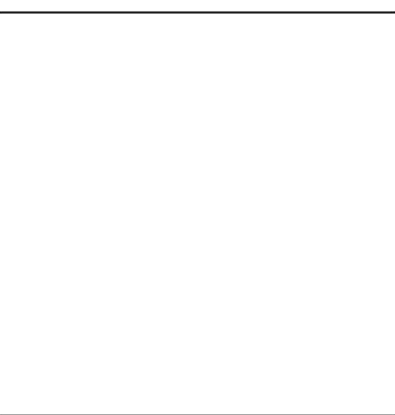


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FLAT CREEK WORKFORCE APARTMENTS
400 WEST SNOW KING AVE, JACKSON, WY 83001

VIEW 1

CONCEPTUAL DESIGN



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FLAT CREEK WORKFORCE APARTMENTS
400 WEST SNOW KING AVE., JACKSON, WY 83001

VIEW 2

CONCEPTUAL DESIGN

SHEET:

A402



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JOB NO:	2223



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FLAT CREEK WORKFORCE APARTMENTS
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CONCEPTUAL DESIGN

VIEW 3

SHEET:

A403



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JOB NO:	2223



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FLAT CREEK WORKFORCE APARTMENTS
400 WEST SNOW KING AVE., JACKSON, WY 83001
VIEW 4
CONCEPTUAL DESIGN

SHEET:
A404

STAFF REPORT



Meeting Date:	August 15, 2022	Meeting Title:	Regular Workshop
Submitting Department:	Community Development	Presenter:	Tyler Sinclair
Agenda Item:	SUBJECT: ITEM P21-333: Request for a Land Development Regulation (LDR) Text Amendment to Section 6.1.4 Residential Uses and Section 6.1.5 Lodging Uses to amend definitions regarding occupancy limits	Public Comment:	Yes

Purpose & Policy Considerations.

For Town Council to provide direction on LDR Text and Municipal Code Amendments regarding definitions and requirements regarding occupancy limits for long term residential and short-term rental units.

Requested Action.

[NOTE: This item was continued from the Council's June 21, 2022, workshop with direction from the Council to staff to answer questions raised at the workshop, address public comment, and to provide additional options for consideration related to regulating short-term rentals in residential neighborhoods. For efficiency, this staff report does not repeat material provided in the last staff report and instead focuses only on providing new and updated material that is responsive to the Council's direction from the previous workshop. We have attached the previous staff report to this staff report for easy reference as necessary.]

For the purposes of this workshop, staff suggests the following goals as an agenda for Council:

1. Listen to presentation and ask questions
2. Provide direction to staff by taking the following actions:
 - a. Choose an STR definition option;
 - b. Choose a "Local Exclusion" option (including all three components), if desired.

Recommendations.

The Community Development Director recommends **approval** of Option 2B for LDR Text Amendment (P21-333).

Background.

As mentioned above, this item was continued from the Council's June 21, 2022, workshop with direction to staff to answer specific questions and provide more alternatives for Council's consideration.

Additional history/timeline on how and why the Council allowed residential rentals of less than 30 days

A central feature of the Town's current short-term-rental rules is that homeowners in residential zones are allowed to rent their units for less than 31 days once per month (12 times per year) and that these rentals still qualify as a "residential" use. This flexibility has been allowed even though the definition of a residential use in the LDRs states that "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..." Below is a quick history on how we got here.

- Pre-1994: Prior to 1994 the LDRs contained no reference to residential short-term rentals.
- 1994: Adoption of the community's first Comprehensive Plan and updated LDRs where the Town and County establish a Lodging Overlay that prohibits all lodging uses outside of the Lodging Overlay and Resort zone. Rental

of a residential unit for less than 30 days defined as a separate, commercial use that is only allowed in these areas and in specific grandfathered developments. Enforcement was primarily complaint-driven until 2007.

- 2007: The Teton County Planning Director makes an informal interpretation that the rental of residential units outside the Lodging Overlay and Resort District for occupancy of less 30 days was allowed provided the contracted lease period was for at least 30 days. This interpretation— i.e., allowing one short-term rental every 30 days (one per month) — has been the Town’s policy since.
- 2015: Town amends Municipal Code (not LDRs) to create new requirement for a short-term rental license for legal rentals inside of the Lodging Overlay.

Analysis.

Questions from June 21, 2022, workshop

Below are questions that were raised by the Council and public at the June 21, 2022, Workshop. Staff has provided our response to each question.

1. *What is the fundamental problem we are attempting to address?*
 - The Town is seeing an increasing trend of homeowners outside of the Lodging Overlay and Resort zone renting units to visitors once per month as a primary, lodging-type use. This rental type is allowed per the 2007 interpretation made by the Teton County Planning Director summarized above. Due to the success and expansion of online rental platforms like Airbnb and VRBO, the number of these rentals in residential neighborhoods has increased dramatically. These rentals are inconsistent with the intended land use of residential neighborhoods and disruptive to the character and peace and quiet of residential areas. Short-term rentals outside of the Lodging Overlay tend to remove long-term community housing stock, increase housing costs, and contradict the Town’s “community first, resort second” vision. Staff finds that any economic or private property benefits of allowing lodging use in residential areas are outweighed by the negative impacts to our neighborhoods and full-time residents.
2. *What is the scope of the problem?*
 - On July 14, 2022, a total of 70 homes following this model outside the Lodging Overlay and Resort zone were advertised on sites like Airbnb and VRBO, and through local private property management companies. This count is a snapshot in time and likely conservative, since units are frequently listed and delisted depending on owners’ needs and because units may be advertised on other platforms like Facebook and other social media sites that the Town does not track.
3. *What is our total housing stock?*
 - Approximately 5,000 units.
4. *How many STR licenses have been issued and how many are outside the Lodging Overlay?*
 - As of May 2022, 192 units had a short-term rental permit for 2022. All of those permits are for units located inside the Lodging Overlay and Resort zone, with the exception of two properties with “grandfathered” STR use.
5. *Do STRs pay lodging tax?*
 - Yes. State statute provides that “lodging services” provided to “transient guests” for stays of less than 30 continuous days are subject to a 5% lodging tax. Per statute, permitted and licensed STRs in the Lodging Overlay and Resort zone pay lodging tax; once-per-month rentals in residential areas do not, as leases are written per month. Because lodging tax is assessed by the state, enforcement is not Town-managed.
6. *How much revenue do we produce through STR licenses and tax revenues?*
 - Local STR licenses cost \$107 annually per unit. As of May 2022, 192 units had a 2022 STR permit, generating a total of \$20,544 in revenue for the Town. Lodging tax is assessed by the state at 5% of the

rental rate – 3% is managed by the Wyoming Office of Tourism and 2% is managed locally. Of those local funds, 60% is managed by the Jackson Hole Travel and Tourism Board and the remaining 40% is managed by the Town. Per Town finance records, the Town of Jackson generated \$4.4M of lodging tax in FY21. Of those revenues, the Town received \$1.8M (40%) to mitigate the impacts of tourism and supplement the General Fund. The vast majority of this \$1.8M was generated by traditional hotel lodging, not STRs.

7. *If we increase stay length, can we no longer charge lodging tax per WY lodging tax statute?*
 - The State of Wyoming assesses the Lodging Tax according to its own statutes and rules. Staff is not an expert on their taxing authority but it is our general understanding that any stay of less than 30 days is subject to Lodging Tax regardless of how the Town (or any local government) defines STR.
8. *How does this proposed change to increase the residential lease period help our workforce housing issue?*
 - Allowing STRs outside the Lodging Overlay and Resort zone creates a strong financial incentive for homeowners to rent to visitors rather than local workers. Per recent VRBO listings, a 3BR house that might rent to a local worker for \$6,000 – 8,000/month on a long-term lease can be rented to a visitor for \$1,100/night or more (\$11,000 for a 10-day stay) instead. In this rental environment, we can predict that the market will drive out workforce housing and be replaced by high-end lodging-type units, and this has, in fact, occurred. In addition, these visitor rentals increase demand on infrastructure, services, and create additional generally low-wage jobs (e.g., housekeepers, landscapers, handymen, property managers, concierge services, car services, etc.) which in turn increases demand for workforce housing and exacerbates the local housing shortage.
9. *How many people are purchasing property for the opportunity to rent short-term?*
 - There are three primary types of buyers leveraging the 2007 STR interpretation: 1) second home owners who intend to use STR income to offset mortgage and maintenance costs, 2) local homeowners who intend to use STR income to offset rising property taxes and cost of living, and 3) real estate investment and management companies that may use STRs as a primary use. The Town does not have – and likely cannot accurately collect – hard data regarding the number of people purchasing residential property for STR use because this data is not tracked or recorded by anyone. However, staff is confident that the potential to rent nightly or weekly is a factor in the decision to buy or invest in a residential property given the clear financial advantages.
10. *What are the economic forces incentivizing property investment for STR use? What is the scale of this kind of investment? Are investors individuals or large funds?*
 - For the same reason as explained for Question #9, this type of data is not available because it is not tracked by anyone. However, staff has observed what appears to be a trend of private equity money buying residential property in the Town. The investment is not limited to only high-end homes but includes workforce housing such as Cottonwood Park homes and even multi-family housing such as Blair Place Apartments. There might be various factors driving this investment so it is not possible to isolate how much, or if, the possibility of STR use is a significant part of their motivation, even though the financial incentives are often lucrative as provided in Question #8.
11. *What is the relationship to fractional ownership?*
 - Short-term rentals and fractional ownership are related but separate issues that require different policy responses. STRs are defined by the length of time a unit is occupied, while fractional ownership is defined by how many different people/entities own a unit. Although some jurisdictions, like Park City, UT, have attempted to regulate fractional ownership through use definitions, the Wyoming Supreme Court has previously indicated that local governments cannot regulate ownership directly, so addressing fractional ownership is likely a more complicated and potentially prohibited task than changing STR occupancy limits. The scope of this staff report includes short-term rentals only.

12. *How does a longer stay requirement help the enforcement issue?*

- The Town's current STR interpretation allowing one rental that is less than 31 days per month is practically unenforceable. This is because a violation does not take place until either a second less-than-31-day rental takes place in the same month or the owner reoccupies the unit. Identifying either violation requires stake-outs, routine compliance check-ins, and exorbitant staff time. In addition, obtaining hard evidence of a violation is difficult because complaints are often made after the renter has left and the complaining neighbor is often not willing to go on the record due to concerns about privacy. Eliminating any transient stays less than 31 days would significantly reduce the number of potential violations and make it much easier to identify a violation when it does happen because then any transient stay of less than 31 days would be an illegal rental (no need to figure if it is the second offence, etc.).

13. *Should we get rid of the online monitoring software?*

- Whether the Town continues to use our current online monitoring software or not will be determined by the outcome of this STR conversation.

14. *How many STR violations are by repeat offenders?*

- Because of the unenforceable nature of the Town's current STR interpretation, it is not possible to determine the scale of violations. Regardless, violations of local ordinance are not the primary issue; legal, once-per-month rentals that are inconsistent with the intent of residential zoning are the primary issue creating negative impacts. The current practice allowing once per month rentals results in members of the public misidentifying legal, once-per-month rentals as illegal, since they look and feel like illegal STRs. For reasons described in Question #12, the Town is unable to respond to complaints because we often cannot accurately identify who is in violation of local ordinance in the first place.

15. *Should we revert to the original interpretation as a starting point?*

- One option before Council is to revert to the pre-2007 interpretation that prohibited the rental and occupancy of residential units outside the Lodging Overlay and Resort zone for less than 30 days.

16. *What communities have stay requirements longer than 60 days?*

- See below for more detail.

17. *How should we define "locals" for the Locals Exemption Program?*

- See below for more detail.

How other communities regulate STRs

At the June 21, 2022 Workshop, Council requested that staff research STR policies in other communities across the state, and in peer communities across the country. Staff has prepared the table below, summarizing relevant STR definitions and policies in other communities in order for Council to inform their understanding and policy direction.

WY Community:	Short-Term Rental Definitions and Regulations:
Buffalo	STR defined as less than 30 days; allowed as a special use in some residential zones but prohibited in low density residential zone; no apparent exceptions to rule.
Cody	STR defined as less than 30 days; allowed in some residential zones only when property owner is present during rental (i.e., when the property owner is present and "hosts" the rental); no apparent exceptions to rule.
Dubois	STR defined as less than 30 days; Special Use Permit required; no more than 25 Permits to be issued by Town at any one time; no apparent exceptions to rule.
Lander	STR defined as less than 30 days; allowed as conditional use in residential zones; permitted use in commercial zone; no apparent exceptions to rule.

Park County	STR defined as less than 30 days; STR license required; no apparent exceptions to rule.
Pinedale	STR defined as less than 30 days; permit required for STR; STRs must be hosted in some residential zones; non-hosted STRs (i.e., owner is not present during rental period) only permitted in commercial zones; no apparent exceptions to rule.
Star Valley Ranch	STR defined as less than one calendar month; STR permit and notice to neighbors within 300' required; no apparent exceptions to rule.
Note: Other WY communities also define STR as less than 30 days (with no apparent exceptions to rule), or do not define/regulate STRs as a lodging type at all.	
Other Communities:	Short-Term Rental Definitions and Regulations:
Kauai, HI	STR defined as less than 180 days; prohibited outside of Visitor Designation Area.
Honolulu, HI	STR defined as less than 90 days; prohibited in residential areas.
Prior Lake, MN	STR defined as 60-180 days; rentals 60 days or less prohibited in residential areas.
Telluride, CO	STR defined as 29 days or less; 3 STRs allowed per year for a cumulative number of 29 days maximum/year. Number of long-term rentals (30 days or more) not to exceed 3 per year.
Fort Lauderdale, FL	STR defined as unit that is rented more than 3 times per year for periods of less than 30 days.
Santa Monica, CA	STR defined as 30 days or less for unhosted; prohibited in residential zones.
Roseville, MN	STR defined as 30 days or less; off-season 7-day min. stay, on-season 10-day min. stay
Santa Cruz, CA	250 STR permits available by lottery; non-hosted STRs prohibited.

Options for Council consideration

The goal for this meeting is for Council to select a specific STR policy program from the options provided below. The STR policy program may be any combination of the below elements, to include: 1) an STR definition and occupancy requirement and 2) a Local Exclusion program, if applicable. The table below provides a menu of policy options for Council's consideration, in order of most restrictive to least restrictive.

Option 1A: Change residential definition from 31 days to 90 days <u>WITHOUT</u> 'Local Exclusion' program (i.e., rentals less than 90 days are prohibited, no exceptions)	
Option 1B: Change residential definition from 31 days to 90 days <u>WITH</u> 'Local Exclusion' program (i.e., rentals less than 90 days are prohibited, with limited exceptions for qualifying locals or property owners)	
Pros: Enforceable; protects workforce housing and community character; consolidates lodging uses; preserves long-term rental pool; consistent with intent of residential zoning and LDRs; Cons: Minimum stay requirement is more aggressive than many other municipalities; would limit ability of some genuine local homeowners to rent for lesser periods and obtain helpful income; and would limit rental opportunities for local workforce who only need a month or two lease. The 'Local Exclusion' will make program significantly less enforceable, depending on details of program. Local exclusion? If yes, then choose specific exclusion program (see below)	
Option 2A: Keep residential definition at 31-day minimum <u>WITHOUT</u> 'Local Exclusion' program (i.e., rentals less than 31 days are prohibited, no exceptions)	
Option 2B: Keep residential definition at 31-day <u>WITH</u> 'Local Exclusion' program (i.e., rentals less than 31 days are prohibited, with limited exceptions for qualifying locals or property owners)	
Pros: Enforceable; protects workforce housing and community character; consolidates lodging uses; preserves long-term rental pool; consistent with intent of residential zoning and LDRs; essentially consistent with WY Lodging Tax; most consistent with other WY communities; consistent with timeframe of month-to-month rentals; consistent with intent of Comp Plan	

Cons: More difficult to enforce than the 90 day definition. The ‘Local Exclusion’ will make program significantly less enforceable, depending on details of program. Local exclusion? If yes, then choose specific exclusion program (see below)
Option 3: Keep residential definition at 31 day minimum but allow 3 rentals/year of occupancies less than 31 days for all residential properties (i.e., rentals less than 31 days are prohibited, with the exception of 3 STRs per year per unit)
Pros: 3 STRs per year creates less negative community impact and easier to enforce than 12 as currently allowed; allows for some level of STR within residential areas to allow for income generation; Cons: Difficult to monitor and enforce the 3 exceptions; requires significant staff time for permitting and monitoring; arguably inconsistent with the intent of residential zoning and Comp Plan of restricting STRs to Lodging Overlay and Resorts.
Option 4: No change to current STR policy and practice (Note: this may require minor LDR text amendments to clarify and codify the current interpretation allowing 12 rentals of less than 31 days per year)
Pros: Keeps the status quo; consistent with Teton County policy and current public understanding Cons: Largely unenforceable for reasons stated above; encourages once-per-month visitor rentals rather than long-term rentals; removes long-term housing stock; increases housing costs; inconsistent with residential zoning; inconsistent with Comprehensive Plan; founded on an outdated interpretation.

Local Exclusion Program

At the June 21, 2022 Workshop, Council discussed and public comment was made regarding the possibility of providing limited exceptions to the 90-day minimum residential lease period to allow “locals” (e.g., teachers, retirees, or perhaps anyone residing in their primary home) the option to rent their home for a certain number of less-than-90-day rentals per year. Staff responded that we would provide additional details and options for such a program.

There are three primary considerations or elements in creating a Locals Exclusion program:

1. **Eligibility:** Define who qualifies as a local.
 - a. What are home occupancy/residency requirements, if any?
 - b. What are work requirements, if any?
 - c. Other?
2. **Exclusion:** Define what the exclusion allows. What does the homeowner get to do?
3. **Enforcement:** Decide how the Town will review, permit, and enforce this program. What kind of permit system, fees, and enforcement system is desired to regulate whatever exclusion program is approved?

Listed below are options regarding eligibility requirements and exclusion details from which Council can select in drafting the Local Exclusion Program, if applicable. These policy details will determine who qualifies for the exclusion and what it allows them to do. The Local Exclusion program may be any combination of the below elements, to include 1) a definition for “local”, 2) the specific exclusion locals are entitled to, and 3) a specific enforcement mechanism.

“Local” Eligibility. You are a ‘local’ if you meet:	
Wyoming Residency Requirement:	Must maintain more than 6 months occupancy per year
Occupy dwelling as Primary Residence	Limited to 1 per eligible local (can only live in one house at a time).
Jackson/Teton County Affordable Housing Work Requirement:	Must be employed in Teton County at least 30 hours per week and 75% of HH income must be earned in Teton

	County (exemptions for retirees, active military, secondary education, and hospitalization)
Jackson/Teton County Affordable Housing Residency Requirement:	Must maintain more than 10 months occupancy per year
Other Residency Requirement:	E.g., Must maintain more than 9 or 8 months occupancy per year
Property Ownership Requirement:	Simply need to prove ownership of property; No residency requirement so do not have to be Teton County resident; could limit to one property or have no limit on how many properties one person/entity can own and rent with exclusion.
Other?	
Local Exclusion	
Eligible 'Local' can rent property 3 times (or 12 times) per year for any period less than 90 days (or 60 days or 30 days)	
Eligible 'Local' can rent property 3 times (or 12 times) per year but only if "hosted"	
Eligible 'Local' is eligible for one or more of a limited number of total STR licenses (i.e., Town caps total number of STR licenses at 75, 100, 250, or some number)	
Other?	
Review Process/Enforcement	
Business License: (to be used if the STR is considered a business and we want to tax each STR)	a) One license issued for each allowed STR per year on a per-rental basis (e.g., 3 rentals = 3 individual licenses). b) One license issued for all allowed STRs for the entire year (e.g., 3 rentals = 1 license)
Basic Use Permit: (to be used as alternative to business license)	a) One license issued for each allowed STR per year on a per-rental basis (e.g., 3 rentals = 3 individual licenses). b) One license issued for all allowed STRs for the entire year (e.g., 3 rentals = 1 license)
"Local Exclusion" License: (Town creates a new license procedure that is designed specifically to approve STRs under the Local Exclusion)	Could be an "over-the-counter" permit that is approved in, for example, 24 hours.
Other?	

Comprehensive Plan & Priority Alignment.

Policy 3.2.c: Limit lodging to defined areas

Lodging and short-term rental use will continue to be limited to areas within a Lodging Overlay and existing Planned Resort in Town, and the existing County Planned Resorts and Planned Unit Developments where it is entitled. The potential for lodging and short-term rental development is important to the community's tourism economy, but it is not appropriate throughout the Town and County. Concentration of lodging locates short-term accommodations in areas where guests can access visitor-oriented amenities without a vehicle, while protecting the remainder of the community's residential, locally-oriented, and Rural Areas from expansion of tourist-related amenities.

Policy 4.2.e: Maintain lodging as a key component in the downtown

A key element of the 1994 Comprehensive Plan was the establishment of the Lodging Overlay District. The purpose of the overlay was to concentrate lodging into the downtown core, where guests can access tourist-orientated amenities without a vehicle. In addition, the overlay was intended to protect the remainder of the community from

expansion and sprawl resulting from tourist and lodging amenities. The community continues to support the original intent of the overlay. Expanding on the goals of the 1994 Plan, this Plan supports the provision of a variety of year-round lodging types that encourage active management for nightly year-round occupancy.

Principle 4.3—Develop desirable residential neighborhoods

A primary goal of the community is to enhance the character and integrity of Complete Neighborhoods in the Town and County. Town residential neighborhoods will be defined as either “Stable” or “Transitional,” Subareas based upon their existing and desired future character. An important goal is to maintain or reestablish a strong sense of ownership by all residents of their neighborhood. The specific designation for each neighborhood and the desired future character is defined in the Illustration of Our Vision chapter.

Fiscal Impact.

Any potential fiscal impact cannot be determined until final direction is provided.

Staff Impact.

Staff has spent approximately 80 hours on this project thus far.

Attachments or Links.

Town Council staff report and review packet for June 21, 2022, Workshop

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

I move to direct staff to draft an amendment to the text of the Town of Jackson Land Development Regulations consistent with the direction provided at this workshop on August 15, 2022.

STAFF REPORT



Meeting Date:	June 21, 2022	Meeting Title:	Special Workshop
Submitting Department:	Community Development	Presenter:	Tyler Sinclair
Agenda Item:	SUBJECT: ITEM P21-333: Request for a Land Development Regulation (LDR) Text Amendment to Section 6.1.4 Residential Uses and Section 6.1.5 Lodging Uses to amend definitions regarding occupancy limits	Public Comment:	Yes

Purpose & Policy Considerations.

For Town Council to provide direction on LDR Text and Municipal Code Amendments regarding definitions and requirements regarding occupancy limits for long term residential and short-term rental units.

Requested Action.

As directed by the Town Council the Community Development Department has drafted an LDR Text Amendment to:

1. Amend LDR Section 6.1.4.A.1 Definition as follows:

*Definition. A residential use is a living facility, certified under the International Residential or Building Code or by HUD, that includes permanent provision for **long term permanent** living, sleeping, eating, cooking, and sanitation **and not for short term transient lodging or short-term rental use.***

2. Amend LDR Section 6.1.4.A.2 Standards [Standards for Residential Uses] as follows:

~~*a. No residential unit or portion of a residential unit may be rented such that occupancy by the lessee is limited to less than **90 consecutive 31 days**. Occupancy shall mean the duration of time that a lessee resides, or intends to reside, within the leased premises. Rental of less than **90 31 consecutive 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.*~~

Example of prohibited Residential Uses: The owner of a house located on Moose Street in the NL-3 residential zoning district outside of the Lodging Overlay, executes a lease or reservation for less than 90 days or limits occupancy in any way for less than 90 days is prohibited. For example, a lease that is executed for 90 days however occupancy/reservation is limited by the lease or other means to a 7-day period is prohibited. Any re-occupation of the house by the owner in the 90-day lease/reservation period is also prohibited.

3. Amend LDR Section 6.1.5.A.1 [Definition of Lodging Uses] as follows:

1. *Definition. A lodging use is a sleeping unit or residential unit rented such that occupancy is limited to less than **90 consecutive days**~~31~~.*

4. Amend LDR Section 6.1.5.C.2 [Standards for Short-term Rental Unit] as follows:

2. *Standards*

- a. *No residential unit or portion of a residential unit may be rented so as to limit occupancy to less than 90 consecutive days ~~31~~ unless permitted for short-term rental.*

Recommendations.

The Community Development Director recommends **approval** of LDR Text Amendment (P21-333).

Background.

Staff finds that it is important to understand the history of lodging and residential uses in the Town to set the context for discussion of the proposed text amendments, as the relationship between these two allowed uses and their associated benefits and impacts to the community are key to determining the correct balance between short-term lodging and residential uses in the community.

In 1967, the Town of Jackson adopted its first zoning ordinance. Several existing motels, such as the Buckrail Lodge (470 S King St), the Snow King Motel (110 E Karns Ave), and the Alpine Motel (70 S King St) were constructed prior to the enactment of zoning and have since functioned as nonconforming uses. Between the period of 1967 and 1994, the Town zoning ordinance permitted hotels and motels in all commercial zones in place at the time, which included most of the downtown area as well as the West Broadway and South Highway 89 corridors. This led to the development of many auto-oriented hotels that utilized large, vacant parcels for prototypical hotel buildings and large surface parking areas. Hotels such as the Virginian Lodge (750 W Broadway), the Wyoming Inn (930 E Broadway), the Hampton Inn (formerly the Days Inn at 350 S Hwy 89), Motel 6 (600 S Hwy 89), and the Super 8 motel (750 S Hwy 89) were developed at this time. Residential uses were allowed in all zoning districts during this period but were primarily located in residential zones. In 1994, the Town adopted a new Comprehensive Plan and Land Development Regulations (LDRs). The 1994 Comprehensive Plan included a “Community Issues Map” which sought to focus lodging uses primarily in the core downtown area to limit impacts of lodging on residential areas and allow visitors to access visitor amenities without use of their car. To implement this vision the LDRs, the Town adopted the Lodging Overlay (LO) which permitted lodging uses only in a specific geographic location and within the Snow King Resort zone. Prohibiting it in all residential zones. All existing lodging uses outside of the new Lodging Overlay were then rendered nonconforming uses.



1994 Community Issues Map. Lodging area depicted within dotted red line

The 2012 Comprehensive Plan, updated in 2020, carried forth many of the themes from the 1994 Comprehensive Plan, including the desire to focus lodging uses downtown to allow access to visitor services without a car and protect residential neighborhoods as housing largely for our local workforce and community.

In 2013 the Town completed an extensive public review of the future of lodging in the community consistent with the 2012 Comprehensive Plan. The analysis was framed in the context of the following 3 themes based upon the policies of the 2012 Comprehensive Plan:

PROTECTION

Residential neighborhoods should be protected from lodging “creep”

- Policy 3.2.c: Limit lodging to defined areas.
- Policy 4.2.f: Maintain lodging as a key component in the downtown

BALANCE

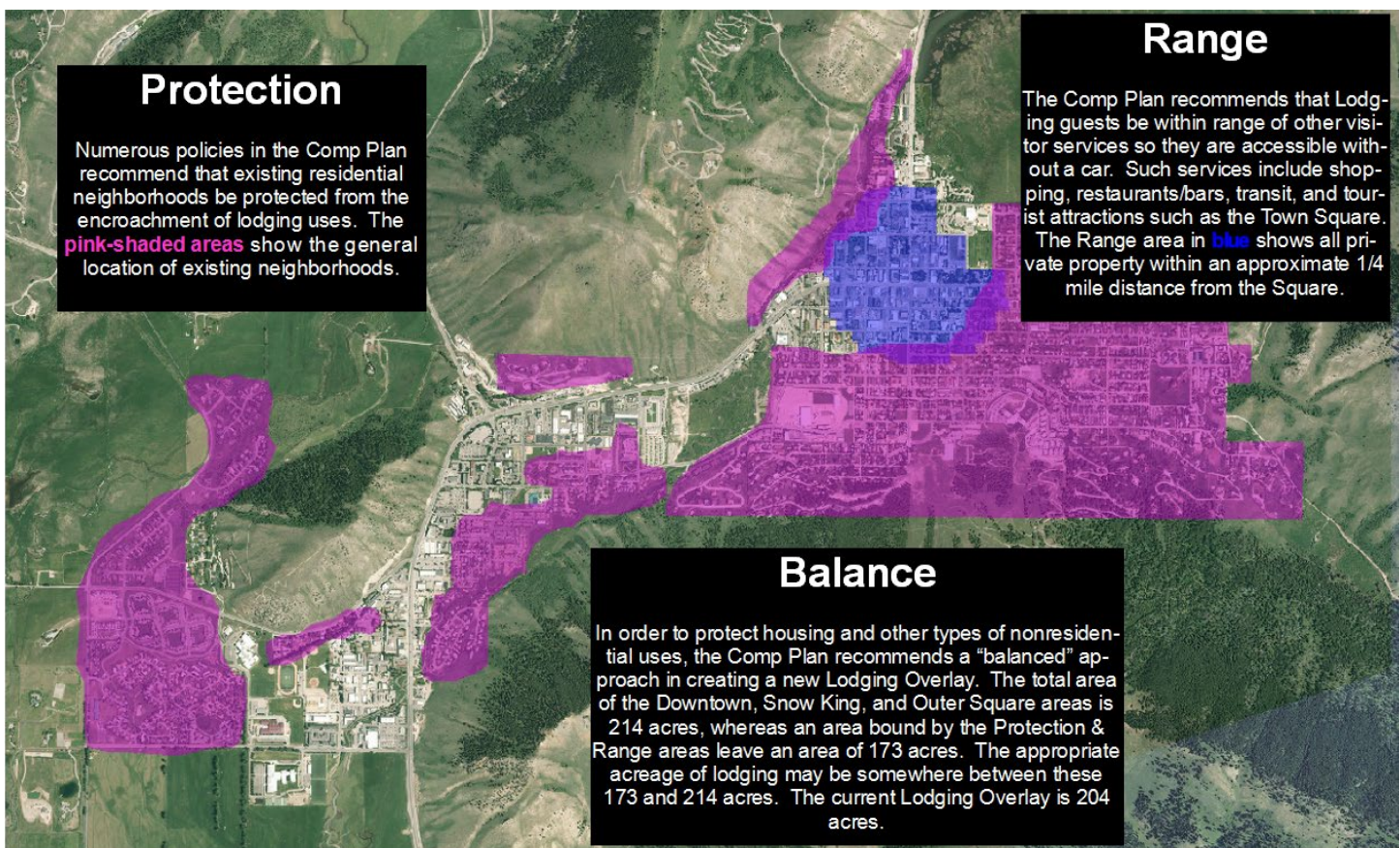
Maintain a desirable balance between residential & nonresidential uses

- Policy 4.2b: Promote a balanced mix of uses.
- Strategy 4.2.S.6: Review the Lodging Overlay boundary and associated regulations and incentives to determine the desired location, type and size of lodging.
- Policy 6.3.e: Balance housing, nonresidential, and civic uses.

RANGE

Lodging guests should be within range of other visitor services accessible without a car

- Policy 3.2.b: Locate nonresidential development in Complete Neighborhoods
- Policy 4.2.a: Create mixed use Subareas.
- Policy 4.2.f: Maintain lodging as a key component in the downtown



As part of this initiative the Town implemented the following policy directions:

- The existing Lodging Overlay should serve as the core area of consideration for lodging, as it is the most preferred and most highly rated option in public comment.

- Existing residential neighborhoods should be protected and considered for exclusion from the Lodging Overlay.
- Existing lodging uses outside of the existing Lodging Overlay should be given the ability to maintain and redevelop.
- Existing lodging uses adjacent to the existing Lodging Overlay should be considered for inclusion.

Subsequent to this effort, in 2016, the Town completed significant updates to the District 2: Downtown Commercial Core LDRs incorporating the work of this lodging initiative along with a transition to a new form-based zoning code based upon the framework of street frontages and building types. Highlights of these LDR amendments resulting from this lodging discussion are:

- The Lodging Overlay boundary from 1994 was left largely unchanged, except that lodging was removed from the Town Square.
- Maximum lodging building and lodging operations square footages were removed. Bulk and scale of lodging structures are now addressed through the Design Guidelines.
- Short-Term Rentals and Conventional Lodging were both allowed as permitted uses.

More recently in 2021 the Town completed updates to District 1: Town Square, including adoption of Historic Preservation LDRs, that included the discussion of lodging uses and building types in this area. This effort concluded with the adoption of revised LDRs and a Downtown Design Overlay that includes new design guidelines to address “western character.” Highlights from these amendments include:

- The Lodging Overlay boundary from 1994 was left unchanged
- Similar to District 2, maximum Lodging building and lodging operations square footages were removed with bulk and scale of lodging structures now being addressed through the Design Guidelines, specifically the addition of guidelines defining “western character.” An exception to this is for lodging buildings in the Town Square-2 zone are limited to a maximum of 15,000 sf and a lodging use is limited to a maximum of 45,000 sf.
- Short-Term Rentals and Conventional Lodging were both allowed as permitted uses in the Town Square -2 district but prohibited in the Town Square -1 district

As this history shows the challenge of balancing short-term rentals and long-term residential uses is not a new topic. The proposed text amendments attempt to improve upon the current balance between these two uses.

The specific area being addressed by the proposed amendment is the length of time required to meet the definition of short-term rental and long-term residential use.

Long-Term Residential Use

In 2016, Council discussed and approved deliberately an interpretation for “long-term residential rentals” that allows owners to rent their residential unit 12 times/year for occupancies of a period of less than one month (e.g., a weekend, one week, etc.), provided the lease period is at least for one month/31 days. Staff finds that this definition has led to “long-term residential rentals” often being utilized as follows:

- Visitors/tourists can occupy these residential units for less than one month but that the unit cannot be re-occupied by anyone else (including the owner) for the rest of the month.
- This allowance is used by many individual homeowners and property management companies to rent primarily to visitors/tourists or non-workforce members of our community, especially as a result of the COVID pandemic. There is evidence that some residential units have been purchased to take advantage of this 12-rentals-per year allowance rather than be rented long-term, thus removing these units from the community housing pool.
- To neighbors, these units look and feel very much like an illegal short-term rental, but they are not. Many complaints come from this misunderstanding.

- Many of the units being rented 12 rentals/year are advertised on vacation rental websites such as VRBO, Flipkey, AirBB, etc., but this is neither illegal nor prima facie evidence of an illegal short-term rental. Again, this is often misunderstood by the public and is the cause of many complaints and consumes a lot of staff time.

Short-Term Rentals (STR)

Short-term rentals are currently defined by the Town in two locations as follows:

- According to the Town of Jackson Land Development Regulations (LDRs), an STR is the rental of a residential unit for less than 31 days.
- According to Chapter 5.60 in the Town Municipal Code (see more below), an STR is the rental of a residential unit for less than one calendar month

Although worded slightly differently staff finds that the two definitions are intended to be functionally the same. As discussed above short-term rentals are only allowed within the Lodging Overlay (downtown) and Snow King Resort Area.

In addition, in 2016, the Town adopted an ordinance regulating and requiring licensing of STRs in Chapter 5.60 in the Town Municipal Code with the goal of improving enforcement and monitoring of this use. Primary features of this permit include:

- A STR license (business license) must be approved and renewed each year (this includes annual fire inspection or fire self-inspection);
- A fee must be paid for STR license (currently \$108/year);
- Notice to neighbors within 300 feet (initial approval only);
- All advertising for unit must include display of valid STR license number;
- STRs are subject to lodging and sales tax collection;
- All new STRs must be checked for compliance with applicable building and fire codes.
- A Basic Use Permit (BUP) must also be approved to ensure compliance with LDR requirements, such as housing mitigation and parking (BUP is approved once, no annual renewal required).

Short-term rental licenses require annual renewals. Although the license process is a business license approved through the Finance Department, the Planning Department has taken over full responsibility of the license process (other than final issuance) because it involves so many planning-related issues. A STR license is required to legally rent units. With over 200 STR licenses currently approved by the Town (approx. 80% in Snow King Resort), the licensing program requires a significant commitment of staff time every year.

Enforcement

Short-term and long-term rental requirements are enforced by the Town Code Enforcement Officer (when available), the Planning Department, and Legal Department. We also have an annual contract with Host Compliance, which is a short-term rental enforcement/management company that uses its own algorithm to search a wide variety of short-term rental websites daily to identify properties possibly being unlawfully used for short-term renting and reports those to the Town on a monthly basis. Host Compliance also generates and sends warning and violation letters (with Town approval) to owners who appear to be in violation of the rules.

Enforcing these requirements is complex, very fact-specific, and time consuming. The primary challenges the Town has in enforcing these requirements include the following:

- Number of Allowed rentals per year: The 12 rentals/year rule makes is nearly impossible, in many cases, to prove an illegal STR.
 - For example, if someone complains about a rental in the first week of the month, we would need to stake out the location for the next 3 weeks to determine if another rental took place or see if the owner reoccupied the unit. While we can periodically check on the unit, it is not feasible to do this 24/7 or at night when violations are most obvious.

- If someone complains about a tourist visit in the last week of the month, we would need to know whether there were any rentals in the previous 3 weeks, or if the owner previously reoccupied the unit, which is not possible.
- Many local owners are familiar with the 12 rentals/year rule and so will include a disclaimer on their website advertisements that states that the *“lease must be for a minimum period of 30 days”* even though they will be renting for an occupancy of *less than 30 days*. We rarely, if ever, enforce against these units because they at least appear to be following the rules. Another example from a recent listing addressing this issue states *“Per Jackson Hole housing regulations, our home cannot be rented for less than [sic] 31 days, nor can occupancy be restricted for less than 31 days.*** This statement must be reflected in all VRBO listings in this area per law, however, this does not indicate interested parties may not rent for a lesser time period, ie., one week rental. The regulation states that we are unable to restrict access for the month block of time. Please do not hesitate to ask questions for clarification as this may be confusing, but must be stated to comply with city regulations.”* This convoluted disclaimer demonstrates how confusing our existing STR regulation are to landowners and their renters.
- Staffing: Since 2016, short-term rental enforcement has been limited in two ways: 1) the Town has only had a Code Enforcement Officer employed for only about half of the time (a maximum of 3 years total), and 2) the position has been staffed by a police officer/community service officer and their time has always been split between LDR code enforcement and other police-related duties, such as parking and animal control, which often take precedence, meaning it was effectively a part-time position. Planning staff have little extra time (or investigative experience) to devote to STR enforcement as well.
- Evidence/Prosecution: Catching people in the act of a STR is rare. Neighbors usually call or complain after the rental has taken place and we often have no evidence other than their testimony. Compounding the issue significantly, neighbors often refuse to provide their name and want to remain anonymous which makes prosecution difficult, if not impossible.
- Host Compliance: The intricacies of the 12 rentals/year rule greatly diminish the effectiveness of the Host Compliance service. Unfortunately, merely identifying a possible violation is the beginning of a long enforcement process. Moreover, because of the rule Host Compliance often misidentifies violations.
 - We don't have great statistics on STR complaints or compliance because, as noted above, STR compliance has been very difficult and inconsistent with fluctuating staffing levels, etc.
 - Number of STR rental complaints: Approx. 50 - 70 since 2017
 - Host Compliance: Has sent out 123 violation letters since 2017.

In conclusion, staff finds that the Town is spending a lot of time and money on compliance with little apparent compliance occurring largely due to the 12 rentals/year definition.

Analysis.

Staff's conclusion from the above background and discussion is that the current definitions for short-term and long-term residential rentals should be amended to achieve the community's desired balance between residential and nonresidential uses and desired protection for residential neighborhoods, while simultaneously allowing for efficiencies in enforcement. Specifically, staff finds that the goals of the proposed amendment are to:

- Achieve further protections for residential neighborhoods from the impacts of STR including but not limited to transient occupancy, noise, parking, increased traffic, etc.
- Address rapidly escalating sales prices for residential properties brought on by the ability to rent short term rent, leading to rapidly increasing property taxes for all residents.
- Address the attractiveness of residential properties being purchased as commodities to diversify investing in the stock market, which leads to units that are not owner occupied and are instead used to generate profits while decreasing the community housing supply.

- Address increased job generation from short term rentals from the active management, cleaning, landscaping, and secondary job generation in the community leading to workers that cannot afford housing on their own without further subsidies from the community.
- Allowing for improved efficiencies in enforcement of illegal rentals.
- Proactively addressing the impacts of Short-Term Rentals on the community.
- Support permitted and desirable lodging and short-term rental uses inside the Town's Lodging Overlay and Snow King Resort to not have to compete with rentals throughout Town, the current regulation significantly increases the supply of lodging in the community by allowing it in all residential zones.
- Maintain residential properties for residents living here full time (increased supply) as either owner occupied or rental units.

Staff recommended amendments are:

Minimum Occupancy: Staff proposes amending the minimum occupancy length from 31 days/1 month to 90 days. Staff recommends this specific 90-day period to both accommodate the need for seasonal workers in rental units and address the issue that the "12-rentals-per-year" practice is leading to the rental of residential properties to tourists/visitors. Staff finds that increasing the minimum lease/occupancy length to more than 90 days (e.g., 120 days) may limit the rental of residential homes to the seasonal workforce, which is still a significant portion of our workforce. In addition, staff finds that increasing the minimum occupancy period further (e.g., to 120 or 365 days) may lead to a situation where seasonal employers would be more likely to master lease rentals then sublease back to employees on a shorter lease term, creating more of a "company town" situation than is desired. Furthermore, increasing the minimum occupancy period may invite significant "lease fraud" among landlords and tenants to create shorter lease periods to accommodate our seasonal workforce.

Definition of Occupancy of Unit: Staff also proposes clarifying how occupancy of a residential unit is defined and will be enforced to address the current situation where shorter lease/occupancy periods are allowed within the minimum occupancy requirements. The proposal to amend the regulations to a 90-day minimum requirement would allow four, 90-day lease periods a year, replacing the current 12 lease periods a year. Staff has clarified in the proposed example what is allowed and not allowed within this requirement including how/when the owner may occupy the unit.

Potential Additional Amendment:

Staff received comment that, in addition to the above proposed change, the regulations should allow for a "locals exclusion" from the 90-day minimum requirement. This would allow locals who own their own home, reside in it full-time, and work locally to rent for less than 90 days as an offset to the high cost of living in the community, including increasing property taxes. A "locals' exclusion" program could be considered, and if so, include the following elements:

- **Eligibility:** Locals who own their own home, reside in it full-time, defined as 10 months of the year, and work full-time, as defined in the Housing Department Regulations.
- **Exclusion:** Eligible owners would be allowed to rent their property twice or three times a year for a period less than 90 days, but for a minimum of 30 days.
- **Permitting:** Eligible owners would be required to obtain a permit/license from the Town for each rental.
- **Renters:** Allowed renters could be limited to the local workforce or unrestricted.
- **Other**

Staff has not made a recommendation on this approach at this time, but have identified the following items for consideration by the Council:

- Does the “locals’ exclusion” program lead to the imposition of the exact impacts of short-term rentals in residential neighborhoods that these amendments are intended to redress?
- What is the likely total demand for this “local’s exclusion”? How many homeowners will take advantage of this option?
- Who is the likely beneficiary of the “local’s exclusion?” Local workers such as teachers, with summer breaks, or seasonal workers with two off-seasons would be logical target audiences for this exclusion.
- Does the proposed “locals’ exclusion” allow for increased income for owners to offset the high cost of living in Teton County, including property taxes and other expenses, while helping to limit the purchase of properties for investment and rental to non-members of the workforce?
- Does the proposed “locals’ exclusion” create another “loophole” that will make enforcement and monitoring more difficult leading to the same situation we are in today?
- Does the proposed “locals’ exclusion” create a very difficult and time intensive administrative permitting and enforcement process, placing a burden on property owners to ensure they follow the program and Town staff to administer and enforce (thus requiring local homeowners to bear the cost of more enforcement staff)?

Staff has included a separate motion related to this topic below. Should the Council be inclined to create such a program, staff requests Council provide direction to staff and the Town Attorney to draft specific LDR and/or Municipal Code language for presentation to Council at a future meeting.

Planning Commission

The Planning Commission heard this item on April 20 and May 18, 2022. The Commission voted 4-1 to recommend approval of the proposed text amendment as presented by staff and voted 5-0 to recommend approval of a “locals exclusion” program be developed along with the proposed text amendment with the recommendation that a working group be considered to further define the program.

The Commission identified that the primary matter to be addressed with the amendment was the impact on the livability of residential neighborhoods from the “12-rentals-per-year” practice where residential properties are used for nightly, and weekly rentals. The Commission acknowledged that they did not find that the amendment would significantly increase the amount of workforce housing in the community but that it was necessary to reduce the impact of nightly and weekly rentals in our residential zones. Further, discussion included wanting to strengthen the current approach to keep lodging and short-term rentals within the lodging overlay and Snow King Resort. In addition, the Commission discussed that 90 days is still a short period of time, and they did not want to continue to encourage more second home ownership and the purchasing of residential properties as investments. The Commission considered that the proposed amendment would affect owners’ property rights and that the Town has limited ability to enforce the current or proposed regulations but in the end the majority found that the impacts to community character outweighed these concerns. The Commission commented that the Town should consider raising fees on short term rentals to cover the cost of enforcement. Regarding the “locals’ exclusion” program the Commission found that additional discussion would be beneficial to determine the details of the program including addressing the following:

- Consider allowing up to 3 - 30-day rental periods, along with 3 – 90-day rental periods
- Consider how Accessory Residential Units should be managed
- Etc.

Possible Alternatives.

Council may select a different number of days other than the proposed 90 and/or choose to make no amendments at this time.

Comprehensive Plan & Priority Alignment.

Policy 3.2.c: Limit lodging to defined areas

Lodging and short-term rental use will continue to be limited to areas within a Lodging Overlay and existing Planned Resort in Town, and the existing County Planned Resorts and Planned Unit Developments where it is entitled. The potential for lodging and short-term rental development is important to the community's tourism economy, but it is not appropriate throughout the Town and County. Concentration of lodging locates short-term accommodations in areas where guests can access visitor-oriented amenities without a vehicle, while protecting the remainder of the community's residential, locally-oriented, and Rural Areas from expansion of tourist-related amenities.

Policy 4.2.e: Maintain lodging as a key component in the downtown

A key element of the 1994 Comprehensive Plan was the establishment of the Lodging Overlay District. The purpose of the overlay was to concentrate lodging into the downtown core, where guests can access tourist-orientated amenities without a vehicle. In addition, the overlay was intended to protect the remainder of the community from expansion and sprawl resulting from tourist and lodging amenities. The community continues to support the original intent of the overlay. Expanding on the goals of the 1994 Plan, this Plan supports the provision of a variety of year-round lodging types that encourage active management for nightly year-round occupancy.

Principle 4.3—Develop desirable residential neighborhoods.

A primary goal of the community is to enhance the character and integrity of Complete Neighborhoods in the Town and County. Town residential neighborhoods will be defined as either "Stable" or "Transitional," Subareas based upon their existing and desired future character. An important goal is to maintain or reestablish a strong sense of ownership by all residents of their neighborhood. The specific designation for each neighborhood and the desired future character is defined in the Illustration of Our Vision chapter.

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 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 goal to protect the character of residential neighborhoods by clearly defining what short-term rentals are and where they are allowed to be located.

2. *Improves the consistency of the LDRs with other provisions of the LDRs;*

Complies. Clarifying the definition of residential and lodging uses is key to ensuring consistency within all sections of the LDRs.

3. *Provides flexibility for landowners within standards that clearly define desired character;*

Complies. The proposed text amendment provides adequate flexibility for landowners to reasonably develop or redevelop their property utilizing the proposed definitions and requirements.

4. *Is necessary to address changing conditions, public necessity, and/or state or federal legislation;*

Complies. These amendments address a changing condition related to how residential properties are currently being used.

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 70 hours to complete research on this topic and prepare this staff report.

Attachments or Links.

Public Comment

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

Item 1

I move to **approve** LDR Text Amendment P21-333, based upon factors 1-6 in Section 8.7.1.C of the Land Development Regulations as presented in the June 21, 2022 staff report and direct staff to prepare the proposed amendment in ordinance form for consideration by Council at a future meeting.

Item 2

I move to **approve** the proposed “locals’ exclusion” program to be incorporated as part of proposed LDR Text Amendment P21-333 and/or in the Municipal Code, based upon factors 1-6 in Section 8.7.1.C of the Land Development Regulations as presented in the June 21, 2022 staff report and direct staff to prepare the proposed amendment in ordinance form for consideration by Council at a future meeting.

Annette Langley

From: Estela Torres <etorres0104@gmail.com>
Sent: Wednesday, April 20, 2022 10:06 AM
To: Tyler Sinclair
Subject: 30 day rentals

Dear Tyler:

I am in favor of keeping the rental period of 30 days. There are many people who abide by the rules and rent their residences when they are away for a month. I, for one, have rented to people who are working in Teton County and need a temporary place to stay while they secure more permanent lodging; and i know of other people who do the same. This 30 day rental supplements income to locals who need it in order to live in this expensive town and pay exorbitant property taxes because of the high end real estate.

Thank you.

Sent from my iPhone

Annette Langley

From: JP Carey <jpcarey4@gmail.com>
Sent: Wednesday, April 20, 2022 8:45 AM
To: Tyler Sinclair
Subject: Development Proposal in town



Hi Tyler,

I wanted to write you to say I am in support of extending the short term rental of the new development in town from 30 to 90 days. Our town desperately needs to keep its workforce here and I believe the shorter rental options they have, the fewer ways we will keep them here. We have enough short term rental opportunities and not nearly enough long term solutions. While 90 days is still too short, it is a start. Thanks for reading,

Best,

JP

Annette Langley

From: Julia Olson <olsonjulia15@gmail.com>
Sent: Wednesday, April 20, 2022 8:55 AM
To: Tyler Sinclair
Subject: Extend minimum short term rental length



Hello Mr. Sinclair,

I hope this email finds you well. I am a Wilson resident and local educator and volunteer. I am writing in support of the extension of the minimum length for a short term rental from 30 to 90 days. I live in workforce housing on Moose Wilson Rd with my partner and a roommate, and I feel so lucky both to have housing I can afford, and to be surrounded by folks that actually work in Jackson and are active members of the community. Of course, like everyone in Jackson, I have seen dear friends and key community contributors have to leave their jobs and move away from Jackson due to the housing crisis.

Extending the short term rental length will help reduce the stress tourists place on our housing, and open up more housing options for the folks who make our community work: servers, teachers, nurses, grocery store workers, bus drivers, tour guides, and more. Three months is likely longer than a tourist will stay, but **three months can serve as a lifeline between long term housing situations for working folks, and can make the difference in helping people remain in our community.**

I hope you take this into consideration this evening with the Town Planning Commission.

Thank you!

Julia Olson
1751 Moose Wilson Rd, Wilson

Annette Langley

From: Anna Sullivan <annasullivanphotography@gmail.com>
Sent: Wednesday, April 20, 2022 6:22 PM
To: Tyler Sinclair
Cc: Anna Sullivan
Subject: Extend Short Term Rentals

Dear Mr. Sinclair,

I am writing you this evening to beg you to please support extending the minimum rental length for short-term rentals from 30 to 90 days.

I want my neighborhood to remain a neighborhood and not become a hotel or have visitors in and out constantly. We need to keep our community solid and it's being lost on a daily basis. We are losing the soul of Jackson Hole.

Thank you for your consideration.

All the best,

Anna C. Sullivan
Jackson Full-Time Working Local Resident

Annette Langley

From: David Hinck <davidhinck@gmail.com>
Sent: Wednesday, April 20, 2022 12:50 PM
To: Tyler Sinclair
Subject: Extend the minimum short term rental rate

Tyler,

I know extending the minimum short term rental rate may sound like it's encroaching on certain rights or Freedoms, but I want you to know my story. Real estate agents raked in a killing telling buyers throughout Covid pandemic that they could get around our short term rental rules by leasing their house out through Airbnb or vrbo for a specified amount under 30 days. I over heard them while they were showing the house I had rented for two years. My house on Aspen drive was bought by a californian and I was forced to move into the abyss of no housing while he makes money off the community I've lived and worked in for 10 years. Please extend the minimum and get housing back to workers and not rich out of staters trying to use our work force housing as an investment tool!

Regards,

-Dave Hinck

Ps- excuse any typos because I'm typing on my phone. If you have time and want to hear details 618 835 8340.

Sent from my iPhone

Annette Langley

From: Chris Perkins <perkinw@gmail.com>
Sent: Wednesday, April 27, 2022 1:07 PM
To: Tyler Sinclair
Subject: Extending Minimum Short Term Rental Length



Hi Tyler,

My name is Chris Perkins and I am writing today to offer my support of the proposal to extend the minimum length for a short-term rental in Jackson from thirty days to ninety days.

We are all affected by the current and ongoing housing emergency in Teton County—in my case having to relocate homes multiples times and watching good friends lose stable housing after being unable to afford rent increases.

Addressing said emergency with positive and proactive change only improves our collective character by ensuring a diversity of residents can remain here to strengthen and add richness and depth to our community.

While it may seem like a small step, extending the minimum length for a short-term rental to ninety days would at least be a step in the right direction. There are already plenty of hotels and condos for tourists in the Teton County region. We need to do everything in our power to protect what few rentals we have left for the locals who so desperately need them.

Best,

Chris Perkins

Jackson, WY

(206) 303-7315

Annette Langley

From: Miles Yazzolino <yazzojazz@yahoo.com>
Sent: Wednesday, April 27, 2022 6:57 PM
To: Tyler Sinclair
Subject: Extending Short Term Rental Length to Preserve Our Housing in this Community

Hello Tyler and members of the Town Planning Commission,

My name is Miles Yazzolino and I am writing today to offer my support of the proposal to extend the minimum length for a short-term rental in Jackson from thirty days to ninety days.

We are all affected by the current and ongoing housing emergency in Teton County.

I've seen too many of my friends, my mentors, my teachers, my own family pushed out of this valley by unsustainable housing price increases and an influx of very short term renters able to pay top dollar. Compass Jackson Hole's reports of a 45% year over year increase in the median housing price here is startling, and will result in more homes sitting empty most of the year while hosting guests a few days a month. That is why it is so crucial to extend the minimum length for a short term rental from thirty days to ninety days, while also allowing homeowners who live in their homes at least 10 months/year to rent short term to help make ends meet.

Addressing said emergency with positive and proactive change only improves our collective character by ensuring a diversity of residents can remain here to strengthen and add richness and depth to our community.

While it may seem like a small step, extending the minimum length for a short-term rental to ninety days would at least be a step in the right direction. There are already plenty of hotels and condos for tourists in the Teton County region. We need to do everything in our power to protect what few rentals we have left for the locals who so desperately need them.

If we do nothing in the face of this emergency, there WILL come a day (and soon) when this town is a shell of its old self, unable to regenerate and flourish as its less-affluent members are forced out, existing businesses are forced to close due to lack of staff, and services are cut across the county because demand cannot be met. Then who will serve our visitors?

This change is by no means a silver bullet—but it would make a statement that our priority is to our community, the very real humans who are experiencing very real pain when it comes to housing security. Supporting this change is low-hanging fruit and we must start somewhere. Any step, however small, in the right direction is still a step, and better it be forward than not at all.

Sincerely,

Miles Yazzolino (he/him)
24 year Teton County resident and ShelterJH Member

Sent from Yahoo Mail on Android

Annette Langley

From: Andrew Ward <andrewward01@yahoo.com>
Sent: Wednesday, April 20, 2022 8:56 AM
To: Tyler Sinclair
Subject: Extending the short term rental

Hello,

I am in favor or extending the short term rental from 30 to 90 days. As a small business owner it's tough to watch what is going on in this town/ valley. I know of a lot of people who are breaking these rental rules already. I would like to not only see this changed but also policed. It would be great for a way for residents to have a good way to report. If there already is I apologize I just don't know how to.

Thanks,

Andy Ward
Owner Hatch and Reward property management
484-437-7577

Annette Langley

From: Julien Hass <julien.hass@gmail.com>
Sent: Wednesday, April 20, 2022 9:29 AM
To: Tyler Sinclair
Subject: Extension of short term rental time period



Good morning Tyler,

I am writing to voice my desire for you to extend the minimum length of short term rentals from 30 to 90 days. It is important to do so for the town of Jackson in order for many employees to be able to find a place for 3-4 months, which is often the time necessary for an individual or family to find an acceptable place to live, in or near Teton County.

I also believe extending the "short term rental" period from 30 to 90 days, at the very least, may help alleviate the seasonal employee housing crunch, especially during the summer. Many seasonal employees during the summer are only here for 3-5 months, and have no issues living in a potentially higher priced rental. I strongly believe extending the short term rental time period can help both seasonal employees and long term locals, and benefit businesses as well. Some local business owners may own short term rental units or may want to and this extension can help them house some employees during the summer/winter high period, and may help alleviate some stress, both for employees and employers.

Have a good day!

Julien Hass
julien.hass@gmail.com
307 920 0747

Annette Langley

From: Jill Callahan <jillcallahan@gmail.com>
Sent: Wednesday, April 20, 2022 12:52 PM
To: Tyler Sinclair
Subject: Feedback on extending minimum short term rental length to 90 days



Dear Tyler,

I urge you to extend the minimum length for a short-term rental from 30 days to 90 days. This will immediately make more homes available for locals.

Please restore short-term rental units to the local rental market.

Respectfully,
Jill Callahan

--

Jill M. Callahan
781.910.1045

Annette Langley

From: Madeleine Hurlbut <madeleine.hurlbut@gmail.com>
Sent: Tuesday, April 19, 2022 4:44 PM
To: Tyler Sinclair
Subject: I support extending the minimum rental length for short term rentals from 30 to 90 days



Hi Tyler,

I'm writing in support of extending the minimum rental length for short-term rentals from 30 to 90 days.

I am a JH resident (+4 years) and a seasoned property management employee, and I have seen firsthand the direct impact that short-term rentals have had on locals. The dramatic increase in second homeowners choosing to use their property as a turnkey hotel has severely decreased the opportunities available for those of us who choose to live and work here. I have seen many dear friends forced from their housing because their landlords had the opportunity to make more money (hand over foot) in the short-term market. By eliminating this option, homeowners will hopefully begin to view their property, not as a churn and burn rental unit, but as a viable living option for local workers who help keep this town afloat.

Thank you for your consideration.

Best,
Madeleine

--

Madeleine Hurlbut
206.225.8035 | Jackson WY | [linkedin](#)

Annette Langley

From: Ariel Kazunas <akazunas@gmail.com>
Sent: Wednesday, April 20, 2022 5:49 PM
To: Tyler Sinclair
Subject: In Favor of Extending the Minimum Length of Short Term Rentals



Hi there -

My name is Ariel Kazunas. I am writing tonight to offer my support of the proposal being considered by the Town Planning Commission to extend the minimum length for a short-term rental from thirty days to ninety days.

We are all affected by the current and ongoing housing crisis in Teton County and its surroundings, whether we have lived here for four generations or four months, whether we own several properties or are struggling month to month to make rent, whether we choose to live out of vehicles to cut costs or are experiencing undesired houslessness.

Addressing said crisis with positive and proactive change only improves our collective character, by ensuring a diversity of residents, with the many talents, ideas, professions and passions they possess, can remain here to strengthen and add richness and depth to our community. (That, and plow our roads, teach our children, nurse our suffering, unclog our drains, stock our stores, treat our water, respond to our emergencies, etc...)

Extending the minimum length for a short-term rental to ninety days would increase the likelihood that existing rental units in Jackson might become available to locals, rather than tourists. It would ensure that my vibrant neighborhood (and other neighborhoods like it) remains intact, rather than becoming, effectively, due to the allowance of thirty day short-term rentals, blocks upon block of, effectively, small hotels.

And, lastly, extending the minimum length for short-term rentals to ninety days would mean that I, my coworkers, my friends and my neighbors will continue to have a chance to live where we work, and will therefore be able to continue to contribute to the betterment of our community overall. There are SO many hotels, luxury condos, and short-term rentals already available for tourists in Teton County; housing within city limits, where there is access to public transit options and where residents are in proximity to business / employment hubs, should be prioritized as much as possible as for locals.

Denying folks from different socioeconomic backgrounds the chance to experience housing security because we are blindly committed to and focused on some short-term rental bottom line is unbelievably inhumane. It also shoots us ALL in the foot: at some point, there will come a day when this town is a shell of its old self, unable to regenerate and flourish as its younger, less-affluent members are forced out, existing businesses are forced to close due to lack of staff, and services are cut across the county because demand cannot be met.

It hurts (honestly almost physically) to watch as long-term rental after long-term rental gets torn down here in East Jackson, to make way for designer homes that are most often purchased by property management companies looking to increase their short-term rental offerings. I lose neighbors nearly every month to this devastating trend, and there doesn't seem to be anything I can do about it. We have apparently decided to put profit before people in Jackson, and we, the people, bear the brunt of the ensuing consequences.

As I have said in letter after letter to the County Commissioners, to the Town Planning Commission, to the Town Councilors, I, and folks in this community like me, WANT to be the neighbor who will lend you a cup of sugar. But we need a roof under which to store that sugar first.

Lengthening short-term rental minimums is a very small step in the right direction when it comes to addressing the housing crisis here in Teton County. I recognize that it might not preclude the very wealthy from renting a home for ninety days even when they only plan to be present for thirty of them; I also recognize that it does not address the need for enforcement of this change to have any real effect. That said, it is still a step, and better it be forward than not at all.

All my best, and thank you for your time,

Ariel Kazunas

8 year Teton County resident

Current East Jackson resident

Future ex-Jackson resident if we do not collectively choose to put people before profit and community first.

Annette Langley

From: Liz Lynch <elizabethnlynch@gmail.com>
Sent: Wednesday, April 27, 2022 7:49 PM
To: Tyler Sinclair
Subject: In support of extending the minimum short-term rental length



Good evening, members of the Town Planning Commission,

My name is Liz Lynch, and as a resident of Jackson for 3 years (previously, of similar outdoor resort towns in Idaho and Montana), I'm writing to you in support of the proposal to extend the minimum length for a short-term rental in Jackson from thirty (30) days to ninety (90) days.

We are all affected by the current and ongoing housing emergency in Teton County. Personally, in addition to my own housing security concerns, I've seen how the replacement of longer term rentals for locals by short term rentals has negatively impacted our ability to sustain a local workforce. I work for the U.S. Forest Service, and in a position that had 40+ applicants for two positions, we were only able to hire one person, because multiple others had to decline, citing the lack of suitable housing options. The future is grim if we can't find ways to offer housing to seasonals for at least 3 months (usually more like 4-6 months) at prices they can afford on a government salary or internship stipend. I worry about what that means for the future health of our Forest and public lands in and adjacent to our town, if the boots on the ground tasked with making good work happen are priced out for good.

While it may seem like a small step, extending the minimum length for a short-term rental to ninety days would at least be a step in the right direction. There are already many lodging options for tourists in and near Teton County. We need to do everything in our power to protect what few rentals we have left for the locals who so desperately need them.

This change is by no means a silver bullet— but it would make a statement that our priority is to our community, our neighbors. Supporting this change would be a wonderful first step in the right direction.

Thank you for your time and consideration.

Sincerely,

--

Liz Lynch

C: (908) 803-2998

Annette Langley

From: Ash Hermanowski <ash.hermanowski@gmail.com>
Sent: Wednesday, April 20, 2022 6:40 PM
To: Tyler Sinclair
Subject: Increasing STR Minimum



Hi Tyler,

I'm writing to voice my support of increasing the minimum short term rental length to 90 days.

As someone who lives in the Aspens, I have seen how short term rentals have ruined neighborhoods. Simply put, I don't have any neighbors. Airbnb guests check in and out every day. I can hear rental car alarms going off at all hours of the night. House parties. You name it. We've already lost this neighborhood, but maybe that doesn't have to be the case for others in the area.

I want to RESTORE these short term rentals back to the rental market for locals. If people can't afford to pay their taxes or pay their mortgages because they spend "winters and summers" here, that's not our workforce's problem. We live here, we work here, we should have access to this housing. I don't want this decision to be swayed by homeowners and businesses who benefit to gain huge profits, or at least benefit Second homeowners in order to keep their little slice of Jackson.

I want a chance to keep living where I work. Why would we continue to prioritize the super privileged in our community instead of those who need housing?

Other mountain town communities have implemented measures like this and it has been very successful. I hope this is approved.

Thank you.

--

Ash Hermanowski
she/her/hers
c: 802-585-4061

Annette Langley

From: Phil Stevenson <phils@tccgjh.com>
Sent: Wednesday, April 20, 2022 5:52 PM
To: Tyler Sinclair
Subject: Increasing the Minimum Rental Period for Properties Not In the Lodging Overlay from 31 to 90 Days



Mr. Sinclair and Staff,

I am writing to voice my strong opposition to increasing the minimum rental period from 31 to 90 days for properties not in the Lodging Overlay, for the following reasons:

- The underlying premise of this proposal, though unstated as such, is that Renters Are Bad, bringing unwanted noise and bad conduct to the valley. In my experience this is simply not true, as most guests are here for the same reasons we are: natural beauty, abundant wildlife, and unparalleled outdoor recreation. If they want to raise hell, they can do that back home without going to the expense of coming to Jackson.
- The proposed changes would certainly decrease the number of guests renting in Town, but if the belief is that more homes would be then used for worker rentals, there would be no diminution of traffic or demand for Town services.
- Most rentals occur in the summer, so arguably under the current proposal there might be one rental that encompasses July, one that encompasses August, and one that includes most of ski season. While we certainly have seasonal workers, this likely rental pattern would preclude seasonal rentals and besides, most residents of the valley are looking for at least a one year lease.
- With the advent of the acceptability of remote working, we are seeing more guests who want to spend 30 or so days here. Ninety days would preclude most guests, however, especially those with school age children.
- Rather than address possible benefits to the community if the proposed changes were to be adopted, most of the staff report is spent lamenting the onerous requirements on staff time and effort. Respectfully, public policy should not be driven by its impact on Town administration. Even so, the challenges appear to be overdrawn, with a prime example being the statement that there have been approximately 50-70 complaints about short term rentals since 2017. This equates to an average of about one such complaint a month, which on its face should not be unduly burdensome.
- Whatever happened to Wyoming being a state that respects and values individual property rights?

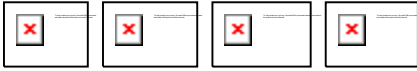
In conclusion, there has been a sea change in the type of lodging people desire since the Comp Plan was written in 1994, away from the old hotel model and towards the rental of private homes, providing much needed income to the property owner and a much better guest experience, especially for families. Our local economy is largely built on visitors seeking this type of accommodation, and it would not be good public policy to discourage them from coming to our valley.

Phil Stevenson

Phil Stevenson | *Partner* | *Responsible Broker*

Office (307) 732-3400 | Direct (307) 732-5922 | Cell (307) 690-3503

120 West Pearl Avenue, Jackson, Wyoming 83001
PO Box 10609, Jackson, Wyoming 83002



Annette Langley

From: Howard Garber <howardgarber@sbcglobal.net>
Sent: Thursday, April 21, 2022 12:58 PM
To: Tyler Sinclair
Subject: JHLA Agenda 4/20/22



Dear Tyler,

I was informed about the Town of Jackson Homeowners' Rental discussions of last night at about the time the discussions were taking place. I was unavailable at that time to participate due to previous obligations. So my apologies to you for my tardiness and I hope that I can add some constructive points to last night's discussions, if possible.

Let me begin by saying that I have considered and am sympathetic to both sides of the argument; the need to provide housing for an increased work force and the concern of homeowners for home value dilution. As such, I would like to suggest a solution to this concern that comprises both concerns. To wit, keep the homeowners' right to rent for thirty days or less intact with no alteration. For simplicity and clarity, let's call the homeowners' who have been renting through this process for years, Group A. To accommodate the needs of the town for additional worker housing a second group of real estate properties could be formed, let's call this Group B. Group B housing would be composed of those properties whose owners wish to rent their units to a less traffic-ed, more consistent renter that probably won't deteriorate the property as much as the transient flow-through of the very short term renter. If the town of Jackson feels that it needs to assist the workers in establishing a base or cap rental price or if the town feels it should become a conduit for workers to obtain Group B housing through businesses it could establish an agency to oversee and assist in this valuable need.

I hope that this email gives you an overview of my vision for a prosperous Town of Jackson real estate plan. I again apologize for the presentation tardiness. I will be very happy to provide further detail should you seek that. Please contact me at: e mail, howardgarber@sbcglobal.net or preferably 312.933.6130.

Respectfully,

Howard B. Garber

Annette Langley

From: Matt Schebaum <matt.schebaum@vacasa.com>
Sent: Wednesday, April 20, 2022 1:37 PM
To: Tyler Sinclair
Subject: Minimum Rental Length for Short-Term Rentals



Dear Tyler,

I wanted to reach out and express my opposition to extending the minimum rental length for short term rentals from 30 to 90 days. I hope you can pass along this information for the Councilors to review before any vote.

While I understand the sentiment and overall housing situation in Jackson (I've lived in the City of Jackson for 10 years), stricter regulations on short-term rentals is a slippery slope that may have unfair or unintended consequences on many stakeholders, including homeowners, without much effective benefit to Jackson residents.

First, it should be carefully examined whether extending the minimum will have any real effect on the availability of long term housing and not just weigh on homeowners unequally.

Second, among the core rights that a property owner has is the right to lease or rent the property. This right has long been recognized by the courts. For example, the Supreme Court of Connecticut has explained that the "right to rent" is one of the important "sticks" in the bundle of property rights, stating: [It] is undisputable that the right of property owners to rent their real estate is one of the bundle of rights that, taken together, constitute the essence of ownership of property.... Owners of a single-family residence can do one of three economically productive things with the residence: (1) live in it; (2) rent it; or (3) sell it. The inherent nature of this right to rent is supported by a leading treatise, Thompson on Real Property, which observes that "the right to lease property is an incident of ownership."

Short-term rental regulations can infringe upon this fundamental property right in many ways, including (1) outright bans on short-term rentals, (2) licensing requirements, and (3) mandatory inspection requirements.

Third, while most short-term rental regulations are adopted as a general regulation under the local government's "police power," some communities have instead chosen to regulate short-term rentals under their zoning code. The problem with this approach is that the regulation of short-term rentals does not fall within the scope of local zoning authority. The reason is that a key characteristic of local zoning power is the long-established principle that "zoning deals with land use, not the owner, operator, or occupant of the land."⁶ Zoning inherently pertains to land rather than to the landowner, or user—it "deals basically with land use and not with the person who owns or occupies it."

Zoning regulation of short-term rentals violates this fundamental principle in that it focuses not on the use of land, but on the form of one's interest in property (i.e., owner or renter) and the duration of the occupancy (e.g., short-term vs. long-term).

I hope this message will reach the councilors desk so as to consider all stakeholders and the effective consequences of more regulations on short term rentals in Jackson.

Thank you all for your time,



Matt Schebaum
Sales Executive

[Schedule a meeting with me](#)

m: 307-368-0034

vacasa.com

My favorite Vacasa destination is Maui, HI

Annette Langley

From: Katy Flanagan <katy.flanagan67@gmail.com>
Sent: Tuesday, April 19, 2022 3:29 PM
To: Tyler Sinclair
Subject: Minimum Rental Time: 30 to 90 Days

Hello, I am writing to express my support for the change from 30-90 Days for short term rentals. As of yesterday, I am once again houseless as my new housing situation turns to short-term rentals. I will be living in my vehicle this summer, unless a miracle happens. This would be great if I were a raft guide, but as a nursing student, I should have more access to a shower than car camping provides. We have plenty of hotels for visitors, and more keep going up- ironic since they won't be able to staff them all if short term rentals are permitted to continue.

Katy Flanagan

Annette Langley

From: Jim Sulciner <sulciner@gmail.com>
Sent: Wednesday, April 20, 2022 6:40 PM
To: Town Council
Cc: Tyler Sinclair
Subject: New land development regulation



To Planning Commission,

I'm writing to express my opinion on the Planning Commission's intent to enact a new Land Development Regulation that would prohibit any residential unit within the rental overlay to be rented for less than 90 days.

The ongoing housing shortage for the workers who are an integral part of this thriving community is a serious and worrisome matter which affects all of us as local business owners and residents.

There is little evidence however, that increasing rental restrictions in this way will actually contribute to housing options for the local workforce.

The matter of affordable housing needs more discussion and alternatives to the proposed rental restrictions should be considered before any changes are made. Specifically, answers to the following questions should be thoughtfully regarded:

- 1) What problem is being addressed by putting a restriction on rentals in this way?
- 2) How does enacting a 60- or 90-night minimum help to solve the lack of affordable housing?
- 3) Our property tax has doubled since purchasing our home in 2020 why not use these new funds to build affordable housing?

As a member of the Jackson community, I am committed to supporting the efforts to increase available housing for the workforce whether through monetary donations, volunteer hours, or other community involvement. But I do not believe that increasing the nightly stay minimums is the solution. Please consider opening the floor to more discussion before a final decision is reached on this matter.

Respectfully,

Jim Sulciner

Annette Langley

From: noreply@civicplus.com
Sent: Wednesday, April 20, 2022 6:14 PM
To: Tyler Sinclair
Subject: Online Form Submittal: Email Tyler Sinclair



Email Tyler Sinclair

Email Content: Dear Mr Sinclair,

We purchased our new townhome in the Hidden Hollows development in Jackson with the intention to rent it for a few 30-day periods each year. This was part of our calculation in evaluating the affordability of Jackson versus other locations. The "once per 31 days" rule is already highly restrictive compared to every other town we considered in the US. We sincerely hope that the town does not make the rule even more restrictive than it already is.

Best,
Matthew Russman

Your Name:	Matthew Russman
Your Company Name:	<i>Field not completed.</i>
Your Phone Number:	646-872-3448
Your Email Address:	matt.russman@gmail.com
Your City:	Jackson
Your State:	WY
Your Zip Code:	83001

Email not displaying correctly? [View it in your browser.](#)

Annette Langley

From: noreply@civicplus.com
Sent: Sunday, April 24, 2022 1:59 PM
To: Tyler Sinclair
Subject: Online Form Submittal: Email Tyler Sinclair



Email Tyler Sinclair

Email Content: This was returned from regular email, so I will send a copy here, Mr. Sinclair, through our Jackson website:

Dear Mr. Sinclair,

When my family purchased our home in Jackson, I was working full time, and nonetheless it was a stretch; we both know about property values here, even eight years ago when it was bought. Now retired, I rely on the income I am able to get from renting occasionally which supplements my Social Security. If we implement the proposed 90-day minimum stay, you will have shut me and my family down completely. It was already hard enough at 31 days, given that few vacationers want a home beyond two weeks.

While we seem to have a housing shortage, is zeroing in on this segment of our community the answer? The report from staff itself said on page 5 that "There is evidence that some residential units have been purchased to take advantage of these 12 rentals per year allowance." That is hardly the smoking gun one might want to prove the culpability of homeowners as the cause of a worker shortage, don't you think?

While we might want to stem real estate speculators from gobbling up properties that could house workers, do we want to punish our local population for the crime of owning their homes and paying their taxes, which, as you likely know, went up quite steeply this year?

If you feel you must implement this punitive and ill-conceived program, may I ask that you allow those who have already purchased be grandfathered in and exempted from the 90 rule?

As an admittedly exaggerated parallel, consider this alternative: the Town confiscates 10% of the rooms at the Four Seasons

and establishes a maximum rent of \$2,000 a month as affordable housing, thereby requiring this hotel to charge \$69 a night for those rooms. Maybe all the hotels, come to think of it.

It's unthinkable, but it is of the same sort of unjust strong-arm tactics by a government agency claiming control over personal property that was hard won through honest work. Do please consider.

Sincerely,

William Reinecke
687 E. Kelly Ave.
805-660-0505

Your Name:	William Reinecke
Your Company Name:	<i>Field not completed.</i>
Your Phone Number:	8056600505
Your Email Address:	timberlove@mac.com
Your City:	Jackson
Your State:	WY
Your Zip Code:	83001

Email not displaying correctly? [View it in your browser.](#)

Annette Langley

From: Mckenzie Myers <mckenziemyers@gmail.com>
Sent: Tuesday, April 19, 2022 4:31 PM
To: Tyler Sinclair
Subject: Please Change Short-Term Rentals to 90 Days



Hi Tyler,

It has come to my attention that tomorrow the Town Planning Commission is considering extending the minimum length for a short-term rental to 90 days. As a 7-year community member and local worker who is quickly being pushed out of town due to a lack of long-term rentals, I think this policy change could have widespread positive impacts for local workers.

I have never heard of more people searching for housing than I have this spring. Quite frankly, it is depressing how many people I know who have worked so hard to make the community what it is -- and in essential but low-paying jobs -- who have no option but to leave. I have heard of many people losing their long-term rentals because short-term rentals are more lucrative. I believe this could deter homeowners from pursuing short-term rentals and help maintain community character, avoid neighborhoods from becoming hotels, and give workers a chance to live where they work.

I can't urge or ask you enough to look out for the folks who can't afford to buy a home here but work hard to make Jackson, Jackson.

Thank you again for your time and representation,

Mckenzie Myers

Annette Langley

From: Amanda Flosbach <flosbacha@gmail.com>
Sent: Wednesday, April 27, 2022 3:05 PM
To: Tyler Sinclair
Subject: Please extend the minimum short-term rental length!



Hello members of the Town Planning Commission,

My name is Amanda Flosbach, and I am writing today to offer my support of the proposal to extend the minimum length for a short-term rental in Jackson from thirty days to ninety days.

We are all affected by the current and ongoing housing emergency in Teton County.

I myself am in temporary housing (thanks to a philanthropic friend) as I continue to look for a long-term rental or hope to purchase an affordable/workforce unit. I have been looking without luck since November of 2021. This will be my 11th move in 20 years of calling Teton County my home. I lost my most recent residence because the owner's remote working relative preferred to be in the guest cabin I inhabited. Over the years, I have moved from other homes as they were sold, demolished, or inhabited by owners' friends and relatives. As an experienced professional in the nonprofit arts, I regularly contribute to our community by creating education programs for youth and adults, by performing as a musician myself and by volunteering for community projects. Making a career of these contributions has come at a price: an income to afford me the ability to enter the free market as a homeowner in Teton County.

Addressing said emergency with positive and proactive change only improves our collective character by ensuring a diversity of residents can remain here to strengthen and add richness and depth to our community.

While it may seem like a small step, extending the minimum length for a short-term rental to ninety days would at least be a step in the right direction. There are already plenty of hotels and condos for tourists in the Teton County region. We need to do everything in our power to protect what few rentals we have left for the locals who so desperately need them.

If we do nothing in the face of this emergency, there WILL come a day (and soon) when this town is a shell of its old self, unable to regenerate and flourish as its less-affluent members are forced out, existing businesses are forced to close due to lack of staff, and services are cut across the county because demand cannot be met. Then who will serve our visitors?

This change is by no means a silver bullet—but it would make a statement that our priority is to our community, the very real humans who are experiencing very real pain when it comes to housing security. Supporting this change is low-hanging fruit and we must start somewhere. Any step, however small, in the right direction is still a step, and better it be forward than not at all.

Sincerely,

Amanda Flosbach
20-year Teton County resident
6225 N Spring Gulch Road (until June 30)
307-690-0628
flosbacha@gmail.com

Annette Langley

From: Adrian Croke <adrian.croke@gmail.com>
Sent: Thursday, April 28, 2022 4:18 PM
To: Tyler Sinclair
Subject: Please extend the minimum short-term rental length!



Hello members of the Town Planning Commission,

My name is Adrian Croke and I am writing today to offer my support of the proposal to extend the minimum length for a short-term rental in Jackson from thirty days to ninety days.

We are all affected by the current and ongoing housing emergency in Teton County. I've lost valuable friends and colleagues to other states due to the housing crisis, folk who would have otherwise joyfully continued to offer their volunteer hours, expertise, skills, money, and joy to Jackson. I can't help but feel that further limiting the number of short term rentals could have opened up more housing for those folks who were pushed out. I believe we need to be doing all that we can to combat the housing crisis, and extending the short-term rental minimum stay from 30 to 90 days could be an important part of the complex solution that we need.

Addressing said emergency with positive and proactive change only improves our collective character by ensuring a diversity of residents can remain here to strengthen and add richness and depth to our community.

While it may seem like a small step, extending the minimum length for a short-term rental to ninety days would at least be a step in the right direction. There are already plenty of hotels and condos for tourists in the Teton County region. We need to do everything in our power to protect what few rentals we have left for the locals who so desperately need them.

If we do nothing in the face of this emergency, there WILL come a day (and soon) when this town is a shell of itself, unable to regenerate and flourish as its less-affluent members are forced out, existing businesses are forced to close due to lack of staff, and services are cut across the county because demand cannot be met. Then who will serve our visitors?

This change is by no means a silver bullet—but it would make a statement that our priority is to our community, the very real humans who are experiencing very real struggle when it comes to housing insecurity. Supporting this change is low-hanging fruit and we must start somewhere. Any step, however small, in the right direction is still a step, and better it be forward than not at all.

Thank you for your work and your consideration of my thoughts.

Best,

Adrian Croke
10 year Town of Jackson resident

Annette Langley

From: Leslye Hardie <hardie.leslye@gmail.com>
Sent: Wednesday, April 20, 2022 9:11 AM
To: Tyler Sinclair
Subject: Please lengthen the time for s-t rentals

Dear Tyler,

Thank you for your never ending work to manage this small town where everyone has a strong opinion. Anything you can do to lengthen the time on rentals to protect more of our workforce would be greatly appreciated. Many thanks,
Leslye and David Hardie

Annette Langley

From: Charles Lynch <lynch522tw@gmail.com>
Sent: Wednesday, April 20, 2022 5:32 PM
To: Tyler Sinclair
Subject: Property rentals - Property Rights



From: Charles Lynch <Lynch522TW@gmail.com>

Date: April 20, 2022 at 4:19:48 PM MDT
To: tsinclair@jacksonwy.gov
Subject: Property rentals - Property Rights

Dear Mr. Sinclair,

As a property owner in Wilson and an owner in town, I am very much against the further erosion of our property rights as expressed in the redefining of minimum rental terms. It's a fallacy to think that eliminating short term property rentals will have a substantial positive impact on our workforce housing issue or on congestion. If the longer stay term were to pass, homeowners with simply charge a higher which people would be willing to pay in this market. Those who don't want to pay higher rates would simply stay at local hotels. Homeowners who offer short term stays most often spend a few months or longer in Jackson Hole. Very few, if any, what convert into year or longer leases. Even if they were to do so, it would be at a rate which people looking for affordable housing could not afford. If the town and county truly want to solve the affordable housing issue, they need to invest substantial money and efforts in collaborating with developers to create higher density projects. The LDR's need to be revised to incentivize these types of projects. And opportunities such as the north south park project need to be capitalized on in a expeditious and efficient manner. Going after short term rentals is a feel good option not an effective long term solution.

Many thanks for your time.

Charles Lynch

Sent from my iPad

Annette Langley

From: Phil Stevenson <phils@tccgjh.com>
Sent: Thursday, April 21, 2022 11:06 AM
To: Tyler Sinclair
Subject: Proposal to Extend Period for Minimum Rentals to 90 Days



Hi Tyler,

Prior to last night's Planning Commission meeting, I was uncertain as to the motivation behind the proposed extension of minimum rentals outside of the Lodging Overlay from 31 to 90 days, but the questions and comments at the meeting clarified that for me. For while community character and burden on staff time were mentioned, clearly the primary concern is whether such an extension would increase the availability of workforce housing. The individuals who commented in favor of the extension uniformly believe that the 90 day minimum would increase such availability, but in all likelihood it wouldn't. Why?

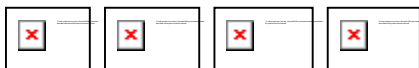
- Most renters are looking for the stability that comes with a rental of ideally a year, which wouldn't be possible whether a property had 30 day or 90 day rentals.
- Most properties impacted would need to rent at a number well in excess of what members of the workforce could pay.

We all are concerned about the lack of workforce housing, but the proposed change won't get us there. Rather, it seems like the proposal falls under the umbrella of "we've got to do something", but by passing this ineffective amendment, we run the risk of collectively taking our eyes off the search for real solutions, erroneously believing that we have done something to address the problem, when in fact, we haven't.

Phil Stevenson

Phil Stevenson | *Partner* | *Responsible Broker*

Office (307) 732-3400 | Direct (307) 732-5922 | Cell (307) 690-3503
120 West Pearl Avenue, Jackson, Wyoming 83001
PO Box 10609, Jackson, Wyoming 83002



Annette Langley

From: Paul George <paulggeorge@yahoo.com>
Sent: Wednesday, May 4, 2022 12:50 AM
To: Tyler Sinclair
Subject: Proposed Change in Rental Regulations for Non-Resort Properties

I want to reiterate my prior objection to the proposed change in rental regulations. In addition to the objections raised in my earlier email to you I wish to reiterate one point. The implementation to the proposed regulation for most if not many of the potentially affected properties will not result in any increase in affordable rental properties in the Jackson Hole area. The information provided in the reports from the City don't include data demonstrating the the proposed change will result in an increase in available properties. Rather, it's only effect will be to restrict the rights of property owners like myself and certainly injure the property management businesses in Jackson who facilitate rental of homes like mine. If that is the case there is no reasonable basis for making this change. I urge you and the Council not to proceed with the proposed change.

Paul and Lynn George
PO Box 2051
Wilson, Wyoming 84014
Sent from my iPhone

Annette Langley

From: Chelsea Beets <chelsea.beets@gmail.com>
Sent: Wednesday, April 20, 2022 4:53 PM
To: Tyler Sinclair
Subject: Public Comment for 4.20.22 Planning Commission Meeting



Hello,

My name is Chelsea Beets, I am a 13 year resident who rents in Jackson, I do not own land or a home. I am against amending LDR Section 6.1.4.A.2 from 31 days to 90 days. I do not think doing so will have the type of impact on workforce housing and our whole community, as many believe it will. I would ask that before any decisions are made, a larger community discussion takes place surrounding these and other rental regulations to ensure amending current regulations will actually get to the goal of more workforce housing. It's also an opportunity to brainstorm other solutions.

Best,
Chelsea

Annette Langley

From: Lauren Marshall Scoll <lauren@abodeluxuryrentals.com>
Sent: Wednesday, April 20, 2022 6:09 PM
To: Town Council; Tyler Sinclair
Subject: Public Comment on proposed LDR for rental restrictions



Dear Planning Commission,

I'm writing to express my opinion on the Planning Commission's intent to enact a new Land Development Regulation that would prohibit any residential unit within the rental overlay to be rented for less than 90 days.

The ongoing housing shortage for the workers who are an integral part of this thriving community is a serious and worrisome matter which affects all of us as local business owners and residents.

There is little evidence however, that increasing rental restrictions in this way will actually contribute to housing options for the local workforce.

The matter of affordable housing needs more discussion and alternatives to the proposed rental restrictions should be considered before any changes are made. Specifically, answers to the following questions should be thoughtfully regarded:

- 1) What problem is being addressed by putting a restriction on rentals in this way?
- 2) How does enacting a 60- or 90-night minimum help to solve the lack of affordable housing?

As a member of the Jackson business community, I am committed to supporting the efforts to increase available housing for the workforce whether through monetary donations, volunteer hours, or other community involvement. But I do not believe that increasing the nightly stay minimums is the solution. Please consider opening the floor to more discussion before a final decision is reached on this matter.

Respectfully,

Lauren Marshall Scoll

--

Lauren Marshall
Abode Luxury Rentals
Park City: (435) 565-1555
Jackson Hole: (307) 264-1616
lauren@abodeluxuryrentals.com

Annette Langley

From: Kate Binger <katesjis@gmail.com>
Sent: Wednesday, April 20, 2022 9:27 PM
To: Tyler Sinclair
Subject: Rental regulations



Dear Tyler,

Please, I want this town to remain a community. I am in favor of the 30 day rentals to be pushed to a 90 day rental. We need this change for our town to stay a viable community.

Thanks,

--

Kate Binger
Designed Interiors, LLC
DBA: Dwelling
www.dwellingjh.com

1921 Moose Wilson Rd, Ste 102
Wilson, WY 83014
O: 307-733-8582
M: 307-690-5452



Think GREEN. Please consider your environment prior to printing this e-mail.

Annette Langley

From: John Fraser <jwf1960@gmail.com>
Sent: Thursday, April 21, 2022 5:12 PM
To: Tyler Sinclair
Subject: Rental term regulation proposal



Subject: Rental term regulation proposal

Dear Mr. Sinclair:

I am writing to express my objection to the proposed change to Teton County regulations regarding renting properties outside of the County/Town resort rental zones. I own property at 2055 Trader Road East in the Gros Ventre North association outside Jackson. Current County regulations allow County residents outside resort areas to rent their home once per 31 day period. While I understand and respect the goals associated with preventing short term rentals outside of specific, identified areas in the County, I firmly believe every County homeowner deserves the right to rent his/her home in order to generate income to fund the rapidly increasing costs associated with owning a home in the Jackson area, particularly property taxes. This is particularly true for owners who have owned their homes for extended periods of time and may not have experienced increases in wage/investment income commensurate with increases in the costs of home ownership. Many depend on rental income to ensure they can continue to enjoy all that this wonderful part of the world offers.

Increasing the non-resort area rental period from once every 31 days to once every 90 days would effectively prevent many County homeowners from generating such additional income. All this proposed change will do is benefit those homeowners in resort rental areas to the detriment of homeowners elsewhere in the County by forcing interested renters into more dense areas that may not offer the housing amenities they seek. This could in fact result in some renters seeking opportunities in other communities and detract from the value the Jackson area derives from such visitors.

I strongly urge those involved in voting on this proposal to consider the rights of all County homeowners as well as the impact this proposal could have on the number and composition of visitors to the valley and vote against making this change.

Respectfully,

John Fraser

Sent from my iPhone

Annette Langley

From: Davis Yates <dwyates21@gmail.com>
Sent: Tuesday, April 19, 2022 3:18 PM
To: Tyler Sinclair
Subject: Rentals

I support extending the minimum rental length for short term housing. I want our town to remain a community who lives here and doesn't just come for 2 weeks out of the year. Thank you

Davis Yates

Annette Langley

From: Jesse Brill <jbrill@naspp.com>
Sent: Thursday, April 21, 2022 10:37 AM
To: Tyler Sinclair
Subject: Rentals--Freedom of Choice



Please do not tramp on our property rights. Homeowners should have the right to rent their houses without government intrusion.

Thank You.

Jesse Brill

Annette Langley

From: Steve Lundberg <SLundberg@slwip.com>
Sent: Wednesday, April 20, 2022 8:56 PM
To: Town Council; Tyler Sinclair
Subject: Residential rental restrictions



To Planning Commission,

I'm writing to express my opinion on the Planning Commission's intent to enact a new Land Development Regulation that would prohibit any residential unit within the rental overlay to be rented for less than 90 days. I think that it is very important for Jackson to work hard to create more affordable housing, and on that front I am 100% in agreement.

Of course, all the interested parties who are suffering negative consequences of the current housing shortage, and especially those who can't find an affordable place to live, are looking for a quick fix to this problem. But common sense and even scientific studies tell us that the affordable housing problem won't be readably solved with the proposed requirement to lengthen the minimum stay requirement for Teton County.

In particular, reasons an "across the board" rental restriction will most likely make matters worse as opposed to improving the situation, for the following reasons:

1. Residential units such as luxury properties that currently rent at rates far above what is required to qualify as affordable housing will not suddenly be repurposed as affordable housing. Rather, this housing will either: 1) not be rented at all, depriving the Jackson community of the sales of goods and services these rentals would otherwise generate; or 2) shift to new rental strategies meeting the new minimum stay, such as renting for the minimum period at lower average monthly rates. Either way, no additional affordable housing is made available, and likely the value of these properties will be impaired and therefore their value will decrease. This will reduce property taxes and actually make it less possible for Jackson to finance new affordable housing using mechanisms like direct subsidies and Tax Increment Financing.
2. Housing currently being rented at a rate that might be considered affordable will only become more difficult to lease for the many seasonal workers due to the minimum commitment required.
3. Potentially there is some housing stock that is marginally affordable that may be forced to convert to service local, longer term rental demand, as it can no longer be rented for a month at a time, but the number of properties in this category may be minimal and do precious little to supplement affordable housing stock at the cost of lowering public tax revenues as the value of all properties affected declines across the board.

4. See the following study cited in the Harvard Business Review that recommends taking a well thought out nuanced approach to regulating property rentals due to demonstrated effect of reducing new development: <https://hbr.org/2021/11/research-restricting-airbnb-rentals-reduces-development>

Affordable housing is an important societal goal and I fully support the objective. The fastest track to this goal is likely best served by taxing short term rentals and using the taxes to help fund the public infrastructure required to build housing tailored to the need vs hope properties ill-suited to this need be repurposed.

As a result, I do not believe that increasing the nightly stay minimums across the board is the solution. Please consider opening the floor to more discussion before a final decision is reached on this matter.

Respectfully,

/Steven Lundberg/

Steven W. Lundberg

6638 Ryegrass Road

Jackson, WY

Annette Langley

From: Daniel Ewert <ewert02@yahoo.com>
Sent: Sunday, May 1, 2022 1:30 PM
To: Tyler Sinclair
Subject: Short Term Rental Length



Dear Town Planning Commission,

I oppose extending the minimum short term rental length. With increases in cost of living and taxes, homeowners who don't have a lot of cash flow will be further restricted from making any money off of their property to offset the increased costs. A homeowner who wants to camp/tent for 1 month to rent their place out and make a bit of money to offset costs would be harmed by this proposal, and there would be no resulting increase in available housing to anyone. Extending the short term rental length would be a gift to the big hotel and lodging industry. The 30 day length is appropriate as it is, and accomplishes the purpose of not having rapid turnover in any house outside the lodging overlay zone. Thanks for your consideration.

Daniel Ewert
307-264-0701

Annette Langley

From: Cody Pitz <cpitz715@gmail.com>
Sent: Tuesday, April 19, 2022 6:50 PM
To: Tyler Sinclair
Subject: Short term rental minimum night stay



Dear Mr. Sinclair,

I am writing you to show my support for extending the minimum stay of a short term rental from 30 to 90 days.

I live in a long term rental in East Jackson. I want to continue to live and participate in this community. I hope that by extending the minimum length of short term rental stays that Jackson can continue to house local people who work and live here. There are plenty of accommodations in town already and I question how many more tourists we can support.

It is also my hope that some extending the minimum night stay in a rental will discourage the development of proposed STR developments and potentially convert some current STRs into long term rental units.

We need these kind of progressive, local regulations to allow this town to support the community that we all care about.

Thank you for your time and work,
Cody Pitz

Annette Langley

From: Havson LLC <havsonllc@gmail.com>
Sent: Tuesday, April 19, 2022 5:28 PM
To: Tyler Sinclair
Subject: Short Term Rental to 90s Days



Tyler,

My name is Bobby Thomson and I own the Quiznos Sub in Jackson and want to express my support for moving the short-term rental period from 30 days to 90 days.

As a small business owner we need desperately housing for our workforce and this policy option as a market force will incentivize homeowners to rental locally.

I thank you for your time.

-Bobby Thomson
Owner, Quiznos Sub

Annette Langley

From: lizzievotruba@gmail.com
Sent: Tuesday, April 19, 2022 3:21 PM
To: Tyler Sinclair
Subject: Short Term Rental vote



Tyler,

My name is Lizzie Votruba. I am a local resident, worker, and homeowner in downtown Jackson.

I am writing to express my support in extending the minimum rental length for short-term rentals from 30 days to 90 days.

I want my neighborhood to remain a neighborhood and not become a hotel. I want to have a chance to live where I work—there are plenty of lodging options in town for visitors. I want to restore short-term rental units to the local rental market.

Thank you for your hard work.

--

Lizzie Votruba

(216) 870-4688

lizzievotruba@gmail.com

Annette Langley

From: Trissta Lyman <trisstalyman@gmail.com>
Sent: Wednesday, April 20, 2022 12:46 PM
To: Tyler Sinclair
Subject: Short Term Rental



Hi Tyler,

I am emailing to show support for extending the minimum length of short term rentals from 30 days to 90 days. We have enough hotels in town and out at the village to accommodate travelers and tourists. I do not think short term rentals are needed period. However, if they are to be here, I would encourage them to be at a longer term to accommodate housing for traveling, nurses and other professionals, if they choose to have them. I support affordable housing for local workforce.

Thank you,

Trissta

Annette Langley

From: Connor Phillips <phillycondor@gmail.com>
Sent: Thursday, April 21, 2022 9:52 AM
To: Tyler Sinclair
Subject: Short Term Rentals

Hello,

I'm writing to in regards to short term rentals in town. As a volunteer firefighter, I aim to provide essential services to our community. This community that I invest so much time, energy, and, at times, my life to continues to change. Change in the wrong direction, in my opinion. Yet changes that, with proper action from elected officials, may become undone. One way to help get our community back on track is to discourage short term rentals, thereby providing additional homes for the local workforce. Please, extend short term rentals to a minimum 90 day occupancy. I do not want to be a firefighter exclusively for visitors from afar. I want to serve and protect our community and our community has to live here in order for that to happen.

Best,
Connor Phillips

Annette Langley

From: pschrey@aol.com
Sent: Monday, May 2, 2022 5:59 PM
To: Tyler Sinclair
Subject: short term rentals



-----Original Message-----

From: MAILER-DAEMON@aol.com
To: pschrey@aol.com
Sent: Mon, May 2, 2022 4:50 pm
Subject: Failure Notice

Sorry, we were unable to deliver your message to the following address.

<tsinclair@jacksonwy.gov>:

No mx record found for domain=jacksonwy.gov

----- Forwarded message -----

Dear Sir,

We have owned our home in Jackson for almost 20 years. We are getting close to retiring as we are now in our late seventies and have worked our whole lives. We have been looking forward to spending more time in Jackson in our home. That dream may not become a reality for us if you pass the 90 day rental rule. We will not be able to maintain our home with the rising prices of upkeep and now higher property taxes. We have never taken advantage of the 31 day rule. We were at one point falsely charged with a misdemeanor for not obeying that rule, which caused us quite a bit of mental anguish. That charge was dropped because it was entirely false, and I considered it a malicious prosecution and a witch hunt. Before you pass such a law, please be sure the complaints you are getting are valid and not just false accusations.

We rely on the income to keep up with the rising costs in Jackson. Our home is not continually rented. It is not a revolving door rental. We keep our house well maintained and our guests are thoroughly checked out by The Clear Creek Group.

Please consider the homeowners that own these homes, too, not just the complainers.

Thank you for taking the time to read this.

Thomas and Patricia Schrey

Annette Langley

From: Alexandra Munger <alexandra.munger6@gmail.com>
Sent: Tuesday, April 19, 2022 8:11 PM
To: Tyler Sinclair
Subject: Short term to long term rental support

Hi,

My name is Alexandra Munger and I support the change to extend the minimum length for a short term rental to a long term rental from 30 days to 90 days.

I am a Jackson local, working for a local property management/remodel design company. I have been in Jackson for five years now and 2 of those years with my now husband who is self-employed here in Jackson. He runs a snow removal and landscaping business that started just 2 years ago. We are losing our housing at the end of May due to the owners selling.

Our town does not need anymore tourism. I believe we have enough full time residents here to keep this town running. We have plenty of lodging options for tourists as is.

As a local, I have dreamt of making a life here with my husband and starting a family. That opportunity is feeling less promising with limited housing options, rent increases and a market inflation.

Sincerely,
Alexandra Munger

Annette Langley

From: Skye Schell <skyeschell@gmail.com>
Sent: Wednesday, April 20, 2022 10:06 AM
To: Tyler Sinclair
Subject: Short-term rental comments / local worker and owner-occupied exemptions



Dear Tyler, Planning Commissioners, and Town Councilors:

I just reviewed the staff report re: short-term rentals and would like to comment as a resident and homeowner. Thanks for all your work on this topic!

In general, **I support tightening the rules on short-term rentals, such as by increasing the minimum stay** from 30 to 90 or more days. When short-term rentals take homes out of the pool for local workers, they contribute to our housing crisis and make it harder for our community to function.

I would also request two important exemptions, one similar to an idea in the staff report, and the other new:

1. Local worker exclusion: local workers should be able to rent rooms or apartments for any length of time. As someone who has rented long term, with many roommates, we have often had situations where someone is between rentals and needs a place for a month or even a couple weeks. This should not be illegal. (I understand this is difficult to enforce, and I would suggest that proof of local work only be required if enforcement is triggered by complaint.)

2. Owner-occupied exclusion: I strongly support an exemption for owner-occupied homes. I got lucky with amazing landlords who sold me the house I had rented long-term, with seller financing (something I hope more sellers do). Given the incredibly high cost of living here, and how it continues to increase, being able to occasionally rent a room or house for a short timeframe (like a week) would help me afford to stay in the house in general. I know there are many others in similar situations. I would recommend as little red tape as possible. Please continue to consider this part of long-term use (not short-term with fees, lodging tax, etc) since it is not a standalone lodging use but just part of the owners affording to stay in their home.

Here are my comments on the categories raised in the staff report:

- Eligibility: keep this wide: require **owner occupancy for 9 months** (not 10 - to allow for teachers or seasonal workers to travel); **do not require a set number of hours per week or year** or if you do, keep it low (again, to allow for the variety of work that people do here / having to do some work elsewhere)
- Exclusion: allow owners to (A) rent rooms to **local workers unlimited times** for any length of time (this would be covered under the "local worker exclusion"), and (B) rent rooms/apartments to anyone **4-8 times / year for any length** (no 30-day minimum)
- Permitting: owners should **only need to get a permit once**, to prove eligibility, and then include that permit info on rental listings. This would decrease hassle for owners and decrease burden on staff. Permit fees should be as low as possible.
- Renters: see above - unlimited rental to local worker renters, limited rental (4-8x/year?) to unlimited renters

I understand that adding exemptions makes the program more complicated and harder to enforce. However, it would also make local renting and owning more possible for people who are just barely breaking even (either renting or owning).

Thank you for considering my comments - I'm happy to share / talk more if you'd like.

Take care,
Skye

--
Skye Schell

Annette Langley

From: aburton@wyoming.com
Sent: Monday, May 2, 2022 11:49 AM
To: Tyler Sinclair
Subject: Short-term rental extension



RE: Short-term rental extension

Attention: ***Town Planning Commission***
tsinclair@jacksonwy.gov

- Please extend the minimum short-term rental length!
- Neighborhoods are for neighbors!
- Extend short-term rental lengths: people over profit!

Hello members of the Town Planning Commission,

My name is Angela Burton and I am writing today to offer my support of the proposal to extend the minimum length for a short-term rental in Jackson from thirty days to ninety days.

We are all affected by the current and ongoing housing emergency in Teton County.

Addressing said emergency with positive and proactive change only improves our collective character by ensuring a diversity of residents can remain here to strengthen and add richness and depth to our community.

While it may seem like a small step, extending the minimum length for a short-term rental to ninety days would at least be a step in the right direction. There are already plenty of hotels and condos for tourists in the Teton County region. We need to do everything in our power to protect what few rentals we have left for the locals who so desperately need them.

If we do nothing in the face of this emergency, there WILL come a day (and soon) when this town is a shell of its old self, unable to regenerate and flourish as its less-affluent members are forced out, existing businesses are forced to close due to lack of staff, and services are cut across the county because demand cannot be met. Then who will serve our visitors?

This change is by no means a silver bullet—but it would make a statement that our priority is to our community, the very real humans who are experiencing very real pain when it comes to housing security. Supporting this change is low-hanging fruit and we must start somewhere. Any step, however small, in the right direction is still a step, and better it be forward than not at all.

Thank you for your consideration!

Sincerely,
Angela Burton

38 year Teton County resident
POB 13100 83002

Annette Langley

From: Jaclyn "JJ" Jaroch <jjinth northwest@gmail.com>
Sent: Tuesday, April 19, 2022 3:20 PM
To: Tyler Sinclair
Subject: Short-Term Rental Minimum



Good afternoon, I'm writing you to comment that I support increasing the short-term rental limit from 30 to 90 days. The blight of short-term rentals in communities across the world needs to be addressed as one of the significant factors limiting affordable workforce housing. I'm sure I'm not alone in starting that I want to have a chance to live where I work—there are already plenty of lodging options in town for visitors. (And new hotels being built or expanded upon every year.)

I want to see Jackson work to restore short-term rental units to the local rental market.

Thank you for your time & work.

Jaclyn "JJ" Jaroch

Annette Langley

From: Ryan Dorgan <rpddorgan@gmail.com>
Sent: Wednesday, April 20, 2022 12:37 PM
To: Tyler Sinclair
Subject: Short-term rentals



Tyler,

I'm writing to express support for the staff recommendation to update the current short-term rental minimum occupancy length from 31 days/1 month to 90 days/3 months. I hope that this change results in more rental units available to the local workforce as well as more efficient and effective enforcement of short-term rental regulations.

One concern that came to mind is that this change could simply shift this segment of short-term rentals from tourists and remote workers to those remote workers willing to commit to a three-month stay. This situation could incentivize rental managers to price the units above what many local workers - both seasonal and year-round - could afford.

Thank you,
Ryan Dorgan

Annette Langley

From: Matthew Russman (Gmail) <matt.russman@gmail.com>
Sent: Wednesday, May 4, 2022 2:36 PM
To: Tyler Sinclair
Cc: Lisa Russman
Subject: Town of Jackson Planning Staff Meeting - May 4



Dear Mr Sinclair,

I am a new homeowner in the Hidden Hollow development in downtown Jackson. I am writing to provide my input regarding the potential amendment to the Land Development Regulations to limit homeowner rentals to a minimum of once every 91 days.

I recognize that a lack of affordable housing in Jackson is forcing too many workers to drive from Victor or Alpine, exacerbating traffic congestion, generating air pollution and harming wildlife. Although I share these concerns, I am also deeply concerned about the impact of this proposal on private property rights.

We purchased our home with the intention of living there as well as traveling and renting it periodically to tenants. The existing rental limitations, which are already highly restrictive, were incorporated into our estimation of the property's cost and value.

To change these rules now, the Town of Jackson should meet a high burden of proof regarding the value and effectiveness of any new limitations. However, I am extremely concerned that our property rights will be impaired even though no research or data has been presented to demonstrate how these new rules would ease traffic, improve affordable housing availability, or achieve any other community goals.

It is irresponsible to change a law that infringes on our property rights without any evidence that it will make a difference in the problem you're trying to solve. A better solution is an amendment to the LDR's to allow for more higher-density workforce housing (higher FAR) — this is a straight-forward solution to a problem.

Sincerely,
Matthew Russman

Annette Langley

From: Leigh Chrisinger <leigh@jacksonholepm.com>
Sent: Wednesday, April 20, 2022 1:49 PM
To: Tyler Sinclair
Subject: Town Planning Meeting



Hi Tyler-I wanted to send an email before the evening's Planning Meeting. I am sure you have heard from others in my industry, but I would love to understand what the proposed law hopes to do and maybe that's something that will be addressed today? Would your group benefit from hearing numbers from businesses like mine or having an open dialogue? We would love to help make a positive change that helps the community as well as doesn't negatively impact an industry.

I own property in Teton Co and with the increase in property taxes in conjunction with not having the ability to rent my home for a month at a time...to help pay for constant property cost increases is very scary for many local types. Teacher friends and others in the community who use that ability in order to keep their properties...are concerned about what the future holds here in JH in many ways.

Thanks in advance for your input and information...I appreciate your time!

My best,

Leigh Chrisinger

Annette Langley

From: Kahlynn Huck <kahlynnmarie@gmail.com>
Sent: Tuesday, April 19, 2022 8:14 PM
To: Tyler Sinclair
Subject: year-round local AGAINST 90-day rental ordinance



Hi Tyler,

I'm a member of ShelterJH and County ISWR Board Member and I care deeply about housing in Jackson. However, extending the minimum rental length from 30 days to 90 days for homeowners is NOT a solution and is harming well-intended homeowners like my family.

My husband and I have lived here for 5 years and we have a 1.5-year-old daughter. We still have not been able to get her into a single daycare because of the enormous influx of new families to Teton County. (I'm currently 218 on a waitlist! Crazy!) We have no other family here. Because of this, we take a break and spend a month each season (twice a year) back at our parents house to have childcare help. During those times, we'd love to be able to rent our home rather than have it sit empty. One time we left for a month and had a friend rent our house for those 30 days because she was in between two leases here in Jackson. It was a huge help to her and it was helpful for us. Locals helping locals! If we were to move to 90-day minimum rental restrictions, it eliminates things like this as a possibility. I have another friend who is renting a place for a month this summer because she lost her housing and is again in between two places. With the 90-day ordinance in place she wouldn't have been able to rent a place for just that month she needed. 90-day rental ordinances aren't going to help keep communities "communities" - it's just going to make it tougher to find places in a pinch and it disallows locals rent their homes to other locals.

In my opinion, the way we currently have it, 30-day rental minimum is FAIR to homeowners and FAIR to the community. Homeowners occasionally offering their place up for a 30-day rental when they're out of town isn't turning the neighborhood into a hotel. We don't need more regulations on well-intentioned single-family, year-round homeowners. Extending to a 90 day minimum rental would eliminate my ability to rent to a local in need for 1 month at a time. It's forcing another empty house in a neighborhood that would have otherwise been filled and helping a fellow local.

Thank you for all you do and for considering what the public has to say. I appreciate and admire the work you're doing!

Best,
Kahlynn

Kahlynn Huck
414.526.6090
[LinkedIn](#)

Annette Langley

From: Evan Huck <evanhuck@gmail.com>
Sent: Tuesday, April 19, 2022 8:17 PM
To: Tyler Sinclair
Subject: year-round local AGAINST extending rental restrictions to 90 days



Hi Tyler,

Evan Huck here - local of 5 years living in East Jackson year round in a single family home. First - having watched you speak on the housing crisis, comprehensive plan, and zoning strategy - I appreciate your data-driven and logical approach to planning, and I trust you and the town planning commission will apply the same reasoned approach to this important issue.

I DO NOT support extending rental restrictions from 30 to 90 days. For context, I am a ShelterJH supporter -- I generally support Shelter's broader goals and appreciate their urgency, and agree with many of their specific proposals outlined in their [temporary development moratorium](#). However, I think the proposal to extend rental restrictions from 30-90 days is inaccurate and ineffective in achieving its intended goal (making rentals more accessible/affordable for local workforce).

You'll obviously be much more familiar with the actual data/research, but my concerns/questions about the theory that extending the restriction from 30-90 days are as follows:

- 1) single-family home rentals that are currently restricted at a minimum of 30 days represent a small fraction of the overall tourist accomodation picture. There are a lot of units (more being built) that are truly "short-term" (ie you can rent for 2 nights). It would likely make a much bigger impact on the intended goal to extend the restriction on this category of housing/units from 0 to say 14 days, then it would to extend the units currently minimumed at 30 to 90 days. Why is this group of no-minimum short-term rentals exempt from the focus? For example, b/c of our zoning, houses about 100 yards from us on Snow King Ave (we're on Karns) can be rented out for 2 nights. Yet we're considering leaving no minimum for those units and increasing our minimum from 30 to 90 days?
- 2) Increasing the minimum from 30 to 90 days makes it harder to rent to the local workforce. There are a lot of locals (particularly in shoulder season) that are often between longer-term housing. Renting to a local for 30-60 days might help that local extend their timeline for finding a more permanent option rather than moving away.
- 3) Not all homeowners are 4th-house owning billionaires. We worked very hard to buy a very reasonable-priced house 5 years ago. We still work very hard to make it work here. If we want to go visit our parents for a month or two months, we should be able to earn income on the property we own (rather than just have it sit empty) to help us be able to stay and live here.

Thank you for your consideration.

Evan Huck

Annette Langley

From: JP Carey <jpcarey4@gmail.com>
Sent: Wednesday, April 20, 2022 8:45 AM
To: Tyler Sinclair
Subject: Development Proposal in town



Hi Tyler,

I wanted to write you to say I am in support of extending the short term rental of the new development in town from 30 to 90 days. Our town desperately needs to keep its workforce here and I believe the shorter rental options they have, the fewer ways we will keep them here. We have enough short term rental opportunities and not nearly enough long term solutions. While 90 days is still too short, it is a start. Thanks for reading,

Best,

JP

Annette Langley

From: Julia Olson <olsonjulia15@gmail.com>
Sent: Wednesday, April 20, 2022 8:55 AM
To: Tyler Sinclair
Subject: Extend minimum short term rental length



Hello Mr. Sinclair,

I hope this email finds you well. I am a Wilson resident and local educator and volunteer. I am writing in support of the extension of the minimum length for a short term rental from 30 to 90 days. I live in workforce housing on Moose Wilson Rd with my partner and a roommate, and I feel so lucky both to have housing I can afford, and to be surrounded by folks that actually work in Jackson and are active members of the community. Of course, like everyone in Jackson, I have seen dear friends and key community contributors have to leave their jobs and move away from Jackson due to the housing crisis.

Extending the short term rental length will help reduce the stress tourists place on our housing, and open up more housing options for the folks who make our community work: servers, teachers, nurses, grocery store workers, bus drivers, tour guides, and more. Three months is likely longer than a tourist will stay, but **three months can serve as a lifeline between long term housing situations for working folks, and can make the difference in helping people remain in our community.**

I hope you take this into consideration this evening with the Town Planning Commission.

Thank you!

Julia Olson
1751 Moose Wilson Rd, Wilson

Annette Langley

From: Anna Sullivan <annasullivanphotography@gmail.com>
Sent: Wednesday, April 20, 2022 6:22 PM
To: Tyler Sinclair
Cc: Anna Sullivan
Subject: Extend Short Term Rentals

Dear Mr. Sinclair,

I am writing you this evening to beg you to please support extending the minimum rental length for short-term rentals from 30 to 90 days.

I want my neighborhood to remain a neighborhood and not become a hotel or have visitors in and out constantly. We need to keep our community solid and it's being lost on a daily basis. We are losing the soul of Jackson Hole.

Thank you for your consideration.

All the best,

Anna C. Sullivan
Jackson Full-Time Working Local Resident

Annette Langley

From: David Hinck <davidhinck@gmail.com>
Sent: Wednesday, April 20, 2022 12:50 PM
To: Tyler Sinclair
Subject: Extend the minimum short term rental rate

Tyler,

I know extending the minimum short term rental rate may sound like it's encroaching on certain rights or Freedoms, but I want you to know my story. Real estate agents raked in a killing telling buyers throughout Covid pandemic that they could get around our short term rental rules by leasing their house out through Airbnb or vrbo for a specified amount under 30 days. I over heard them while they were showing the house I had rented for two years. My house on Aspen drive was bought by a californian and I was forced to move into the abyss of no housing while he makes money off the community I've lived and worked in for 10 years. Please extend the minimum and get housing back to workers and not rich out of staters trying to use our work force housing as an investment tool!

Regards,

-Dave Hinck

Ps- excuse any typos because I'm typing on my phone. If you have time and want to hear details 618 835 8340.

Sent from my iPhone

Annette Langley

From: Chris Perkins <perkinw@gmail.com>
Sent: Wednesday, April 27, 2022 1:07 PM
To: Tyler Sinclair
Subject: Extending Minimum Short Term Rental Length



Hi Tyler,

My name is Chris Perkins and I am writing today to offer my support of the proposal to extend the minimum length for a short-term rental in Jackson from thirty days to ninety days.

We are all affected by the current and ongoing housing emergency in Teton County—in my case having to relocate homes multiples times and watching good friends lose stable housing after being unable to afford rent increases.

Addressing said emergency with positive and proactive change only improves our collective character by ensuring a diversity of residents can remain here to strengthen and add richness and depth to our community.

While it may seem like a small step, extending the minimum length for a short-term rental to ninety days would at least be a step in the right direction. There are already plenty of hotels and condos for tourists in the Teton County region. We need to do everything in our power to protect what few rentals we have left for the locals who so desperately need them.

Best,

Chris Perkins

Jackson, WY

(206) 303-7315

Annette Langley

From: Miles Yazzolino <yazzojazz@yahoo.com>
Sent: Wednesday, April 27, 2022 6:57 PM
To: Tyler Sinclair
Subject: Extending Short Term Rental Length to Preserve Our Housing in this Community

Hello Tyler and members of the Town Planning Commission,

My name is Miles Yazzolino and I am writing today to offer my support of the proposal to extend the minimum length for a short-term rental in Jackson from thirty days to ninety days.

We are all affected by the current and ongoing housing emergency in Teton County.

I've seen too many of my friends, my mentors, my teachers, my own family pushed out of this valley by unsustainable housing price increases and an influx of very short term renters able to pay top dollar. Compass Jackson Hole's reports of a 45% year over year increase in the median housing price here is startling, and will result in more homes sitting empty most of the year while hosting guests a few days a month. That is why it is so crucial to extend the minimum length for a short term rental from thirty days to ninety days, while also allowing homeowners who live in their homes at least 10 months/year to rent short term to help make ends meet.

Addressing said emergency with positive and proactive change only improves our collective character by ensuring a diversity of residents can remain here to strengthen and add richness and depth to our community.

While it may seem like a small step, extending the minimum length for a short-term rental to ninety days would at least be a step in the right direction. There are already plenty of hotels and condos for tourists in the Teton County region. We need to do everything in our power to protect what few rentals we have left for the locals who so desperately need them.

If we do nothing in the face of this emergency, there WILL come a day (and soon) when this town is a shell of its old self, unable to regenerate and flourish as its less-affluent members are forced out, existing businesses are forced to close due to lack of staff, and services are cut across the county because demand cannot be met. Then who will serve our visitors?

This change is by no means a silver bullet—but it would make a statement that our priority is to our community, the very real humans who are experiencing very real pain when it comes to housing security. Supporting this change is low-hanging fruit and we must start somewhere. Any step, however small, in the right direction is still a step, and better it be forward than not at all.

Sincerely,

Miles Yazzolino (he/him)
24 year Teton County resident and ShelterJH Member

Sent from Yahoo Mail on Android

Annette Langley

From: Andrew Ward <andrewward01@yahoo.com>
Sent: Wednesday, April 20, 2022 8:56 AM
To: Tyler Sinclair
Subject: Extending the short term rental

Hello,

I am in favor or extending the short term rental from 30 to 90 days. As a small business owner it's tough to watch what is going on in this town/ valley. I know of a lot of people who are breaking these rental rules already. I would like to not only see this changed but also policed. It would be great for a way for residents to have a good way to report. If there already is I apologize I just don't know how to.

Thanks,

Andy Ward
Owner Hatch and Reward property management
484-437-7577

Annette Langley

From: Julien Hass <julien.hass@gmail.com>
Sent: Wednesday, April 20, 2022 9:29 AM
To: Tyler Sinclair
Subject: Extension of short term rental time period



Good morning Tyler,

I am writing to voice my desire for you to extend the minimum length of short term rentals from 30 to 90 days. It is important to do so for the town of Jackson in order for many employees to be able to find a place for 3-4 months, which is often the time necessary for an individual or family to find an acceptable place to live, in or near Teton County.

I also believe extending the "short term rental" period from 30 to 90 days, at the very least, may help alleviate the seasonal employee housing crunch, especially during the summer. Many seasonal employees during the summer are only here for 3-5 months, and have no issues living in a potentially higher priced rental. I strongly believe extending the short term rental time period can help both seasonal employees and long term locals, and benefit businesses as well. Some local business owners may own short term rental units or may want to and this extension can help them house some employees during the summer/winter high period, and may help alleviate some stress, both for employees and employers.

Have a good day!

Julien Hass
julien.hass@gmail.com
307 920 0747

Annette Langley

From: Jill Callahan <jillcallahan@gmail.com>
Sent: Wednesday, April 20, 2022 12:52 PM
To: Tyler Sinclair
Subject: Feedback on extending minimum short term rental length to 90 days



Dear Tyler,

I urge you to extend the minimum length for a short-term rental from 30 days to 90 days. This will immediately make more homes available for locals.

Please restore short-term rental units to the local rental market.

Respectfully,
Jill Callahan

--

Jill M. Callahan
781.910.1045

Annette Langley

From: Ariel Kazunas <akazunas@gmail.com>
Sent: Wednesday, April 20, 2022 5:49 PM
To: Tyler Sinclair
Subject: In Favor of Extending the Minimum Length of Short Term Rentals



Hi there -

My name is Ariel Kazunas. I am writing tonight to offer my support of the proposal being considered by the Town Planning Commission to extend the minimum length for a short-term rental from thirty days to ninety days.

We are all affected by the current and ongoing housing crisis in Teton County and its surroundings, whether we have lived here for four generations or four months, whether we own several properties or are struggling month to month to make rent, whether we choose to live out of vehicles to cut costs or are experiencing undesired houslessness.

Addressing said crisis with positive and proactive change only improves our collective character, by ensuring a diversity of residents, with the many talents, ideas, professions and passions they possess, can remain here to strengthen and add richness and depth to our community. (That, and plow our roads, teach our children, nurse our suffering, unclog our drains, stock our stores, treat our water, respond to our emergencies, etc...)

Extending the minimum length for a short-term rental to ninety days would increase the likelihood that existing rental units in Jackson might become available to locals, rather than tourists. It would ensure that my vibrant neighborhood (and other neighborhoods like it) remains intact, rather than becoming, effectively, due to the allowance of thirty day short-term rentals, blocks upon block of, effectively, small hotels.

And, lastly, extending the minimum length for short-term rentals to ninety days would mean that I, my coworkers, my friends and my neighbors will continue to have a chance to live where we work, and will therefore be able to continue to contribute to the betterment of our community overall. There are SO many hotels, luxury condos, and short-term rentals already available for tourists in Teton County; housing within city limits, where there is access to public transit options and where residents are in proximity to business / employment hubs, should be prioritized as much as possible as for locals.

Denying folks from different socioeconomic backgrounds the chance to experience housing security because we are blindly committed to and focused on some short-term rental bottom line is unbelievably inhumane. It also shoots us ALL in the foot: at some point, there will come a day when this town is a shell of its old self, unable to regenerate and flourish as its younger, less-affluent members are forced out, existing businesses are forced to close due to lack of staff, and services are cut across the county because demand cannot be met.

It hurts (honestly almost physically) to watch as long-term rental after long-term rental gets torn down here in East Jackson, to make way for designer homes that are most often purchased by property management companies looking to increase their short-term rental offerings. I lose neighbors nearly every month to this devastating trend, and there doesn't seem to be anything I can do about it. We have apparently decided to put profit before people in Jackson, and we, the people, bear the brunt of the ensuing consequences.

As I have said in letter after letter to the County Commissioners, to the Town Planning Commission, to the Town Councilors, I, and folks in this community like me, WANT to be the neighbor who will lend you a cup of sugar. But we need a roof under which to store that sugar first.

Lengthening short-term rental minimums is a very small step in the right direction when it comes to addressing the housing crisis here in Teton County. I recognize that it might not preclude the very wealthy from renting a home for ninety days even when they only plan to be present for thirty of them; I also recognize that it does not address the need for enforcement of this change to have any real effect. That said, it is still a step, and better it be forward than not at all.

All my best, and thank you for your time,

Ariel Kazunas

8 year Teton County resident

Current East Jackson resident

Future ex-Jackson resident if we do not collectively choose to put people before profit and community first.

Annette Langley

From: Liz Lynch <elizabethlynch@gmail.com>
Sent: Wednesday, April 27, 2022 7:49 PM
To: Tyler Sinclair
Subject: In support of extending the minimum short-term rental length



Good evening, members of the Town Planning Commission,

My name is Liz Lynch, and as a resident of Jackson for 3 years (previously, of similar outdoor resort towns in Idaho and Montana), I'm writing to you in support of the proposal to extend the minimum length for a short-term rental in Jackson from thirty (30) days to ninety (90) days.

We are all affected by the current and ongoing housing emergency in Teton County. Personally, in addition to my own housing security concerns, I've seen how the replacement of longer term rentals for locals by short term rentals has negatively impacted our ability to sustain a local workforce. I work for the U.S. Forest Service, and in a position that had 40+ applicants for two positions, we were only able to hire one person, because multiple others had to decline, citing the lack of suitable housing options. The future is grim if we can't find ways to offer housing to seasonals for at least 3 months (usually more like 4-6 months) at prices they can afford on a government salary or internship stipend. I worry about what that means for the future health of our Forest and public lands in and adjacent to our town, if the boots on the ground tasked with making good work happen are priced out for good.

While it may seem like a small step, extending the minimum length for a short-term rental to ninety days would at least be a step in the right direction. There are already many lodging options for tourists in and near Teton County. We need to do everything in our power to protect what few rentals we have left for the locals who so desperately need them.

This change is by no means a silver bullet— but it would make a statement that our priority is to our community, our neighbors. Supporting this change would be a wonderful first step in the right direction.

Thank you for your time and consideration.

Sincerely,

--

Liz Lynch

C: (908) 803-2998

Annette Langley

From: Estela Torres <etorres0104@gmail.com>
Sent: Wednesday, April 20, 2022 10:06 AM
To: Tyler Sinclair
Subject: 30 day rentals

Dear Tyler:

I am in favor of keeping the rental period of 30 days. There are many people who abide by the rules and rent their residences when they are away for a month. I, for one, have rented to people who are working in Teton County and need a temporary place to stay while they secure more permanent lodging; and i know of other people who do the same. This 30 day rental supplements income to locals who need it in order to live in this expensive town and pay exorbitant property taxes because of the high end real estate.

Thank you.

Sent from my iPhone

Annette Langley

From: Ash Hermanowski <ash.hermanowski@gmail.com>
Sent: Wednesday, April 20, 2022 6:40 PM
To: Tyler Sinclair
Subject: Increasing STR Minimum



Hi Tyler,

I'm writing to voice my support of increasing the minimum short term rental length to 90 days.

As someone who lives in the Aspens, I have seen how short term rentals have ruined neighborhoods. Simply put, I don't have any neighbors. Airbnb guests check in and out every day. I can hear rental car alarms going off at all hours of the night. House parties. You name it. We've already lost this neighborhood, but maybe that doesn't have to be the case for others in the area.

I want to RESTORE these short term rentals back to the rental market for locals. If people can't afford to pay their taxes or pay their mortgages because they spend "winters and summers" here, that's not our workforce's problem. We live here, we work here, we should have access to this housing. I don't want this decision to be swayed by homeowners and businesses who benefit to gain huge profits, or at least benefit Second homeowners in order to keep their little slice of Jackson.

I want a chance to keep living where I work. Why would we continue to prioritize the super privileged in our community instead of those who need housing?

Other mountain town communities have implemented measures like this and it has been very successful. I hope this is approved.

Thank you.

--

Ash Hermanowski
she/her/hers
c: 802-585-4061

Annette Langley

From: Phil Stevenson <phils@tccgjh.com>
Sent: Wednesday, April 20, 2022 5:52 PM
To: Tyler Sinclair
Subject: Increasing the Minimum Rental Period for Properties Not In the Lodging Overlay from 31 to 90 Days



Mr. Sinclair and Staff,

I am writing to voice my strong opposition to increasing the minimum rental period from 31 to 90 days for properties not in the Lodging Overlay, for the following reasons:

- The underlying premise of this proposal, though unstated as such, is that Renters Are Bad, bringing unwanted noise and bad conduct to the valley. In my experience this is simply not true, as most guests are here for the same reasons we are: natural beauty, abundant wildlife, and unparalleled outdoor recreation. If they want to raise hell, they can do that back home without going to the expense of coming to Jackson.
- The proposed changes would certainly decrease the number of guests renting in Town, but if the belief is that more homes would be then used for worker rentals, there would be no diminution of traffic or demand for Town services.
- Most rentals occur in the summer, so arguably under the current proposal there might be one rental that encompasses July, one that encompasses August, and one that includes most of ski season. While we certainly have seasonal workers, this likely rental pattern would preclude seasonal rentals and besides, most residents of the valley are looking for at least a one year lease.
- With the advent of the acceptability of remote working, we are seeing more guests who want to spend 30 or so days here. Ninety days would preclude most guests, however, especially those with school age children.
- Rather than address possible benefits to the community if the proposed changes were to be adopted, most of the staff report is spent lamenting the onerous requirements on staff time and effort. Respectfully, public policy should not be driven by its impact on Town administration. Even so, the challenges appear to be overdrawn, with a prime example being the statement that there have been approximately 50-70 complaints about short term rentals since 2017. This equates to an average of about one such complaint a month, which on its face should not be unduly burdensome.
- Whatever happened to Wyoming being a state that respects and values individual property rights?

In conclusion, there has been a sea change in the type of lodging people desire since the Comp Plan was written in 1994, away from the old hotel model and towards the rental of private homes, providing much needed income to the property owner and a much better guest experience, especially for families. Our local economy is largely built on visitors seeking this type of accommodation, and it would not be good public policy to discourage them from coming to our valley.

Phil Stevenson

Phil Stevenson | *Partner* | *Responsible Broker*

Office (307) 732-3400 | Direct (307) 732-5922 | Cell (307) 690-3503

120 West Pearl Avenue, Jackson, Wyoming 83001
PO Box 10609, Jackson, Wyoming 83002











Annette Langley

From: Howard Garber <howardgarber@sbcglobal.net>
Sent: Thursday, April 21, 2022 12:58 PM
To: Tyler Sinclair
Subject: JHLA Agenda 4/20/22



Dear Tyler,

I was informed about the Town of Jackson Homeowners' Rental discussions of last night at about the time the discussions were taking place. I was unavailable at that time to participate due to previous obligations. So my apologies to you for my tardiness and I hope that I can add some constructive points to last night's discussions, if possible.

Let me begin by saying that I have considered and am sympathetic to both sides of the argument; the need to provide housing for an increased work force and the concern of homeowners for home value dilution. As such, I would like to suggest a solution to this concern that comprises both concerns. To wit, keep the homeowners' right to rent for thirty days or less intact with no alteration. For simplicity and clarity, let's call the homeowners' who have been renting through this process for years, Group A. To accommodate the needs of the town for additional worker housing a second group of real estate properties could be formed, let's call this Group B. Group B housing would be composed of those properties whose owners wish to rent their units to a less traffic-ed, more consistent renter that probably won't deteriorate the property as much as the transient flow-through of the very short term renter. If the town of Jackson feels that it needs to assist the workers in establishing a base or cap rental price or if the town feels it should become a conduit for workers to obtain Group B housing through businesses it could establish an agency to oversee and assist in this valuable need.

I hope that this email gives you an overview of my vision for a prosperous Town of Jackson real estate plan. I again apologize for the presentation tardiness. I will be very happy to provide further detail should you seek that. Please contact me at: e mail, howardgarber@sbcglobal.net or preferably 312.933.6130.

Respectfully,

Howard B. Garber

Annette Langley

From: Matt Schebaum <matt.schebaum@vacasa.com>
Sent: Wednesday, April 20, 2022 1:37 PM
To: Tyler Sinclair
Subject: Minimum Rental Length for Short-Term Rentals



Dear Tyler,

I wanted to reach out and express my opposition to extending the minimum rental length for short term rentals from 30 to 90 days. I hope you can pass along this information for the Councilors to review before any vote.

While I understand the sentiment and overall housing situation in Jackson (I've lived in the City of Jackson for 10 years), stricter regulations on short-term rentals is a slippery slope that may have unfair or unintended consequences on many stakeholders, including homeowners, without much effective benefit to Jackson residents.

First, it should be carefully examined whether extending the minimum will have any real effect on the availability of long term housing and not just weigh on homeowners unequally.

Second, among the core rights that a property owner has is the right to lease or rent the property. This right has long been recognized by the courts. For example, the Supreme Court of Connecticut has explained that the "right to rent" is one of the important "sticks" in the bundle of property rights, stating: [It] is undisputable that the right of property owners to rent their real estate is one of the bundle of rights that, taken together, constitute the essence of ownership of property.... Owners of a single-family residence can do one of three economically productive things with the residence: (1) live in it; (2) rent it; or (3) sell it. The inherent nature of this right to rent is supported by a leading treatise, Thompson on Real Property, which observes that "the right to lease property is an incident of ownership."

Short-term rental regulations can infringe upon this fundamental property right in many ways, including (1) outright bans on short-term rentals, (2) licensing requirements, and (3) mandatory inspection requirements.

Third, while most short-term rental regulations are adopted as a general regulation under the local government's "police power," some communities have instead chosen to regulate short-term rentals under their zoning code. The problem with this approach is that the regulation of short-term rentals does not fall within the scope of local zoning authority. The reason is that a key characteristic of local zoning power is the long-established principle that "zoning deals with land use, not the owner, operator, or occupant of the land."⁶ Zoning inherently pertains to land rather than to the landowner, or user—it "deals basically with land use and not with the person who owns or occupies it."

Zoning regulation of short-term rentals violates this fundamental principle in that it focuses not on the use of land, but on the form of one's interest in property (i.e., owner or renter) and the duration of the occupancy (e.g., short-term vs. long-term).

I hope this message will reach the councilors desk so as to consider all stakeholders and the effective consequences of more regulations on short term rentals in Jackson.

Thank you all for your time,



Matt Schebaum
Sales Executive

[Schedule a meeting with me](#)

m: 307-368-0034

vacasa.com

My favorite Vacasa destination is Maui, HI

Annette Langley

From: Jim Sulciner <sulciner@gmail.com>
Sent: Wednesday, April 20, 2022 6:40 PM
To: Town Council
Cc: Tyler Sinclair
Subject: New land development regulation



To Planning Commission,

I'm writing to express my opinion on the Planning Commission's intent to enact a new Land Development Regulation that would prohibit any residential unit within the rental overlay to be rented for less than 90 days.

The ongoing housing shortage for the workers who are an integral part of this thriving community is a serious and worrisome matter which affects all of us as local business owners and residents.

There is little evidence however, that increasing rental restrictions in this way will actually contribute to housing options for the local workforce.

The matter of affordable housing needs more discussion and alternatives to the proposed rental restrictions should be considered before any changes are made. Specifically, answers to the following questions should be thoughtfully regarded:

- 1) What problem is being addressed by putting a restriction on rentals in this way?
- 2) How does enacting a 60- or 90-night minimum help to solve the lack of affordable housing?
- 3) Our property tax has doubled since purchasing our home in 2020 why not use these new funds to build affordable housing?

As a member of the Jackson community, I am committed to supporting the efforts to increase available housing for the workforce whether through monetary donations, volunteer hours, or other community involvement. But I do not believe that increasing the nightly stay minimums is the solution. Please consider opening the floor to more discussion before a final decision is reached on this matter.

Respectfully,

Jim Sulciner

Annette Langley

From: noreply@civicplus.com
Sent: Wednesday, April 20, 2022 6:14 PM
To: Tyler Sinclair
Subject: Online Form Submittal: Email Tyler Sinclair



Email Tyler Sinclair

Email Content: Dear Mr Sinclair,

We purchased our new townhome in the Hidden Hollows development in Jackson with the intention to rent it for a few 30-day periods each year. This was part of our calculation in evaluating the affordability of Jackson versus other locations. The "once per 31 days" rule is already highly restrictive compared to every other town we considered in the US. We sincerely hope that the town does not make the rule even more restrictive than it already is.

Best,
Matthew Russman

Your Name: Matthew Russman

Your Company Name: *Field not completed.*

Your Phone Number: 646-872-3448

Your Email Address: matt.russman@gmail.com

Your City: Jackson

Your State: WY

Your Zip Code: 83001

Email not displaying correctly? [View it in your browser.](#)

Annette Langley

From: noreply@civicplus.com
Sent: Sunday, April 24, 2022 1:59 PM
To: Tyler Sinclair
Subject: Online Form Submittal: Email Tyler Sinclair



Email Tyler Sinclair

Email Content: This was returned from regular email, so I will send a copy here, Mr. Sinclair, through our Jackson website:

Dear Mr. Sinclair,

When my family purchased our home in Jackson, I was working full time, and nonetheless it was a stretch; we both know about property values here, even eight years ago when it was bought. Now retired, I rely on the income I am able to get from renting occasionally which supplements my Social Security. If we implement the proposed 90-day minimum stay, you will have shut me and my family down completely. It was already hard enough at 31 days, given that few vacationers want a home beyond two weeks.

While we seem to have a housing shortage, is zeroing in on this segment of our community the answer? The report from staff itself said on page 5 that "There is evidence that some residential units have been purchased to take advantage of these 12 rentals per year allowance." That is hardly the smoking gun one might want to prove the culpability of homeowners as the cause of a worker shortage, don't you think?

While we might want to stem real estate speculators from gobbling up properties that could house workers, do we want to punish our local population for the crime of owning their homes and paying their taxes, which, as you likely know, went up quite steeply this year?

If you feel you must implement this punitive and ill-conceived program, may I ask that you allow those who have already purchased be grandfathered in and exempted from the 90 rule?

As an admittedly exaggerated parallel, consider this alternative: the Town confiscates 10% of the rooms at the Four Seasons

and establishes a maximum rent of \$2,000 a month as affordable housing, thereby requiring this hotel to charge \$69 a night for those rooms. Maybe all the hotels, come to think of it.

It's unthinkable, but it is of the same sort of unjust strong-arm tactics by a government agency claiming control over personal property that was hard won through honest work. Do please consider.

Sincerely,

William Reinecke
687 E. Kelly Ave.
805-660-0505

Your Name:	William Reinecke
Your Company Name:	<i>Field not completed.</i>
Your Phone Number:	8056600505
Your Email Address:	timberlove@mac.com
Your City:	Jackson
Your State:	WY
Your Zip Code:	83001

Email not displaying correctly? [View it in your browser.](#)

Annette Langley

From: Amanda Flosbach <flosbacha@gmail.com>
Sent: Wednesday, April 27, 2022 3:05 PM
To: Tyler Sinclair
Subject: Please extend the minimum short-term rental length!



Hello members of the Town Planning Commission,

My name is Amanda Flosbach, and I am writing today to offer my support of the proposal to extend the minimum length for a short-term rental in Jackson from thirty days to ninety days.

We are all affected by the current and ongoing housing emergency in Teton County.

I myself am in temporary housing (thanks to a philanthropic friend) as I continue to look for a long-term rental or hope to purchase an affordable/workforce unit. I have been looking without luck since November of 2021. This will be my 11th move in 20 years of calling Teton County my home. I lost my most recent residence because the owner's remote working relative preferred to be in the guest cabin I inhabited. Over the years, I have moved from other homes as they were sold, demolished, or inhabited by owners' friends and relatives. As an experienced professional in the nonprofit arts, I regularly contribute to our community by creating education programs for youth and adults, by performing as a musician myself and by volunteering for community projects. Making a career of these contributions has come at a price: an income to afford me the ability to enter the free market as a homeowner in Teton County.

Addressing said emergency with positive and proactive change only improves our collective character by ensuring a diversity of residents can remain here to strengthen and add richness and depth to our community.

While it may seem like a small step, extending the minimum length for a short-term rental to ninety days would at least be a step in the right direction. There are already plenty of hotels and condos for tourists in the Teton County region. We need to do everything in our power to protect what few rentals we have left for the locals who so desperately need them.

If we do nothing in the face of this emergency, there WILL come a day (and soon) when this town is a shell of its old self, unable to regenerate and flourish as its less-affluent members are forced out, existing businesses are forced to close due to lack of staff, and services are cut across the county because demand cannot be met. Then who will serve our visitors?

This change is by no means a silver bullet—but it would make a statement that our priority is to our community, the very real humans who are experiencing very real pain when it comes to housing security. Supporting this change is low-hanging fruit and we must start somewhere. Any step, however small, in the right direction is still a step, and better it be forward than not at all.

Sincerely,

Amanda Flosbach
20-year Teton County resident
6225 N Spring Gulch Road (until June 30)
307-690-0628
flosbacha@gmail.com

Annette Langley

From: Adrian Croke <adrian.croke@gmail.com>
Sent: Thursday, April 28, 2022 4:18 PM
To: Tyler Sinclair
Subject: Please extend the minimum short-term rental length!



Hello members of the Town Planning Commission,

My name is Adrian Croke and I am writing today to offer my support of the proposal to extend the minimum length for a short-term rental in Jackson from thirty days to ninety days.

We are all affected by the current and ongoing housing emergency in Teton County. I've lost valuable friends and colleagues to other states due to the housing crisis, folk who would have otherwise joyfully continued to offer their volunteer hours, expertise, skills, money, and joy to Jackson. I can't help but feel that further limiting the number of short term rentals could have opened up more housing for those folks who were pushed out. I believe we need to be doing all that we can to combat the housing crisis, and extending the short-term rental minimum stay from 30 to 90 days could be an important part of the complex solution that we need.

Addressing said emergency with positive and proactive change only improves our collective character by ensuring a diversity of residents can remain here to strengthen and add richness and depth to our community.

While it may seem like a small step, extending the minimum length for a short-term rental to ninety days would at least be a step in the right direction. There are already plenty of hotels and condos for tourists in the Teton County region. We need to do everything in our power to protect what few rentals we have left for the locals who so desperately need them.

If we do nothing in the face of this emergency, there WILL come a day (and soon) when this town is a shell of itself, unable to regenerate and flourish as its less-affluent members are forced out, existing businesses are forced to close due to lack of staff, and services are cut across the county because demand cannot be met. Then who will serve our visitors?

This change is by no means a silver bullet—but it would make a statement that our priority is to our community, the very real humans who are experiencing very real struggle when it comes to housing insecurity. Supporting this change is low-hanging fruit and we must start somewhere. Any step, however small, in the right direction is still a step, and better it be forward than not at all.

Thank you for your work and your consideration of my thoughts.

Best,

Adrian Croke
10 year Town of Jackson resident

Annette Langley

From: Leslye Hardie <hardie.leslye@gmail.com>
Sent: Wednesday, April 20, 2022 9:11 AM
To: Tyler Sinclair
Subject: Please lengthen the time for s-t rentals

Dear Tyler,

Thank you for your never ending work to manage this small town where everyone has a strong opinion. Anything you can do to lengthen the time on rentals to protect more of our workforce would be greatly appreciated. Many thanks,
Leslye and David Hardie

Annette Langley

From: Charles Lynch <lynch522tw@gmail.com>
Sent: Wednesday, April 20, 2022 5:32 PM
To: Tyler Sinclair
Subject: Property rentals - Property Rights



From: Charles Lynch <Lynch522TW@gmail.com>

Date: April 20, 2022 at 4:19:48 PM MDT
To: tsinclair@jacksonwy.gov
Subject: Property rentals - Property Rights

Dear Mr. Sinclair,

As a property owner in Wilson and an owner in town, I am very much against the further erosion of our property rights as expressed in the redefining of minimum rental terms. It's a fallacy to think that eliminating short term property rentals will have a substantial positive impact on our workforce housing issue or on congestion. If the longer stay term were to pass, homeowners with simply charge a higher which people would be willing to pay in this market. Those who don't want to pay higher rates would simply stay at local hotels. Homeowners who offer short term stays most often spend a few months or longer in Jackson Hole. Very few, if any, what convert into year or longer leases. Even if they were to do so, it would be at a rate which people looking for affordable housing could not afford. If the town and county truly want to solve the affordable housing issue, they need to invest substantial money and efforts in collaborating with developers to create higher density projects. The LDR's need to be revised to incentivize these types of projects. And opportunities such as the north south park project need to be capitalized on in a expeditious and efficient manner. Going after short term rentals is a feel good option not an effective long term solution.

Many thanks for your time.

Charles Lynch

Sent from my iPad

Annette Langley

From: Phil Stevenson <phils@tccgjh.com>
Sent: Thursday, April 21, 2022 11:06 AM
To: Tyler Sinclair
Subject: Proposal to Extend Period for Minimum Rentals to 90 Days



Hi Tyler,

Prior to last night's Planning Commission meeting, I was uncertain as to the motivation behind the proposed extension of minimum rentals outside of the Lodging Overlay from 31 to 90 days, but the questions and comments at the meeting clarified that for me. For while community character and burden on staff time were mentioned, clearly the primary concern is whether such an extension would increase the availability of workforce housing. The individuals who commented in favor of the extension uniformly believe that the 90 day minimum would increase such availability, but in all likelihood it wouldn't. Why?

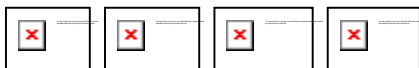
- Most renters are looking for the stability that comes with a rental of ideally a year, which wouldn't be possible whether a property had 30 day or 90 day rentals.
- Most properties impacted would need to rent at a number well in excess of what members of the workforce could pay.

We all are concerned about the lack of workforce housing, but the proposed change won't get us there. Rather, it seems like the proposal falls under the umbrella of "we've got to do something", but by passing this ineffective amendment, we run the risk of collectively taking our eyes off the search for real solutions, erroneously believing that we have done something to address the problem, when in fact, we haven't.

Phil Stevenson

Phil Stevenson | *Partner* | *Responsible Broker*

Office (307) 732-3400 | Direct (307) 732-5922 | Cell (307) 690-3503
120 West Pearl Avenue, Jackson, Wyoming 83001
PO Box 10609, Jackson, Wyoming 83002



Annette Langley

From: Paul George <paulggeorge@yahoo.com>
Sent: Wednesday, May 4, 2022 12:50 AM
To: Tyler Sinclair
Subject: Proposed Change in Rental Regulations for Non-Resort Properties

I want to reiterate my prior objection to the proposed change in rental regulations. In addition to the objections raised in my earlier email to you I wish to reiterate one point. The implementation to the proposed regulation for most if not many of the potentially affected properties will not result in any increase in affordable rental properties in the Jackson Hole area. The information provided in the reports from the City don't include data demonstrating the the proposed change will result in an increase in available properties. Rather, it's only effect will be to restrict the rights of property owners like myself and certainly injure the property management businesses in Jackson who facilitate rental of homes like mine. If that is the case there is no reasonable basis for making this change. I urge you and the Council not to proceed with the proposed change.

Paul and Lynn George
PO Box 2051
Wilson, Wyoming 84014
Sent from my iPhone

Annette Langley

From: Chelsea Beets <chelsea.beets@gmail.com>
Sent: Wednesday, April 20, 2022 4:53 PM
To: Tyler Sinclair
Subject: Public Comment for 4.20.22 Planning Commission Meeting



Hello,

My name is Chelsea Beets, I am a 13 year resident who rents in Jackson, I do not own land or a home. I am against amending LDR Section 6.1.4.A.2 from 31 days to 90 days. I do not think doing so will have the type of impact on workforce housing and our whole community, as many believe it will. I would ask that before any decisions are made, a larger community discussion takes place surrounding these and other rental regulations to ensure amending current regulations will actually get to the goal of more workforce housing. It's also an opportunity to brainstorm other solutions.

Best,
Chelsea

Annette Langley

From: Lauren Marshall Scoll <lauren@abodeluxuryrentals.com>
Sent: Wednesday, April 20, 2022 6:09 PM
To: Town Council; Tyler Sinclair
Subject: Public Comment on proposed LDR for rental restrictions



Dear Planning Commission,

I'm writing to express my opinion on the Planning Commission's intent to enact a new Land Development Regulation that would prohibit any residential unit within the rental overlay to be rented for less than 90 days.

The ongoing housing shortage for the workers who are an integral part of this thriving community is a serious and worrisome matter which affects all of us as local business owners and residents.

There is little evidence however, that increasing rental restrictions in this way will actually contribute to housing options for the local workforce.

The matter of affordable housing needs more discussion and alternatives to the proposed rental restrictions should be considered before any changes are made. Specifically, answers to the following questions should be thoughtfully regarded:

- 1) What problem is being addressed by putting a restriction on rentals in this way?
- 2) How does enacting a 60- or 90-night minimum help to solve the lack of affordable housing?

As a member of the Jackson business community, I am committed to supporting the efforts to increase available housing for the workforce whether through monetary donations, volunteer hours, or other community involvement. But I do not believe that increasing the nightly stay minimums is the solution. Please consider opening the floor to more discussion before a final decision is reached on this matter.

Respectfully,

Lauren Marshall Scoll

--

Lauren Marshall
Abode Luxury Rentals
Park City: (435) 565-1555
Jackson Hole: (307) 264-1616
lauren@abodeluxuryrentals.com

Annette Langley

From: Kate Binger <katesjis@gmail.com>
Sent: Wednesday, April 20, 2022 9:27 PM
To: Tyler Sinclair
Subject: Rental regulations



Dear Tyler,

Please, I want this town to remain a community. I am in favor of the 30 day rentals to be pushed to a 90 day rental. We need this change for our town to stay a viable community.

Thanks,

--

Kate Binger
Designed Interiors, LLC
DBA: Dwelling
www.dwellingjh.com

1921 Moose Wilson Rd, Ste 102
Wilson, WY 83014
O: 307-733-8582
M: 307-690-5452



Think GREEN. Please consider your environment prior to printing this e-mail.

Annette Langley

From: John Fraser <jwf1960@gmail.com>
Sent: Thursday, April 21, 2022 5:12 PM
To: Tyler Sinclair
Subject: Rental term regulation proposal



Subject: Rental term regulation proposal

Dear Mr. Sinclair:

I am writing to express my objection to the proposed change to Teton County regulations regarding renting properties outside of the County/Town resort rental zones. I own property at 2055 Trader Road East in the Gros Ventre North association outside Jackson. Current County regulations allow County residents outside resort areas to rent their home once per 31 day period. While I understand and respect the goals associated with preventing short term rentals outside of specific, identified areas in the County, I firmly believe every County homeowner deserves the right to rent his/her home in order to generate income to fund the rapidly increasing costs associated with owning a home in the Jackson area, particularly property taxes. This is particularly true for owners who have owned their homes for extended periods of time and may not have experienced increases in wage/investment income commensurate with increases in the costs of home ownership. Many depend on rental income to ensure they can continue to enjoy all that this wonderful part of the world offers.

Increasing the non-resort area rental period from once every 31 days to once every 90 days would effectively prevent many County homeowners from generating such additional income. All this proposed change will do is benefit those homeowners in resort rental areas to the detriment of homeowners elsewhere in the County by forcing interested renters into more dense areas that may not offer the housing amenities they seek. This could in fact result in some renters seeking opportunities in other communities and detract from the value the Jackson area derives from such visitors.

I strongly urge those involved in voting on this proposal to consider the rights of all County homeowners as well as the impact this proposal could have on the number and composition of visitors to the valley and vote against making this change.

Respectfully,

John Fraser

Sent from my iPhone

Annette Langley

From: Jesse Brill <jbrill@naspp.com>
Sent: Thursday, April 21, 2022 10:37 AM
To: Tyler Sinclair
Subject: Rentals--Freedom of Choice



Please do not tramp on our property rights. Homeowners should have the right to rent their houses without government intrusion.

Thank You.

Jesse Brill

Annette Langley

From: Steve Lundberg <SLundberg@slwip.com>
Sent: Wednesday, April 20, 2022 8:56 PM
To: Town Council; Tyler Sinclair
Subject: Residential rental restrictions



To Planning Commission,

I'm writing to express my opinion on the Planning Commission's intent to enact a new Land Development Regulation that would prohibit any residential unit within the rental overlay to be rented for less than 90 days. I think that it is very important for Jackson to work hard to create more affordable housing, and on that front I am 100% in agreement.

Of course, all the interested parties who are suffering negative consequences of the current housing shortage, and especially those who can't find an affordable place to live, are looking for a quick fix to this problem. But common sense and even scientific studies tell us that the affordable housing problem won't be readably solved with the proposed requirement to lengthen the minimum stay requirement for Teton County.

In particular, reasons an "across the board" rental restriction will most likely make matters worse as opposed to improving the situation, for the following reasons:

1. Residential units such as luxury properties that currently rent at rates far above what is required to qualify as affordable housing will not suddenly be repurposed as affordable housing. Rather, this housing will either: 1) not be rented at all, depriving the Jackson community of the sales of goods and services these rentals would otherwise generate; or 2) shift to new rental strategies meeting the new minimum stay, such as renting for the minimum period at lower average monthly rates. Either way, no additional affordable housing is made available, and likely the value of these properties will be impaired and therefore their value will decrease. This will reduce property taxes and actually make it less possible for Jackson to finance new affordable housing using mechanisms like direct subsidies and Tax Increment Financing.
2. Housing currently being rented at a rate that might be considered affordable will only become more difficult to lease for the many seasonal workers due to the minimum commitment required.
3. Potentially there is some housing stock that is marginally affordable that may be forced to convert to service local, longer term rental demand, as it can no longer be rented for a month at a time, but the number of properties in this category may be minimal and do precious little to supplement affordable housing stock at the cost of lowering public tax revenues as the value of all properties affected declines across the board.

4. See the following study cited in the Harvard Business Review that recommends taking a well thought out nuanced approach to regulating property rentals due to demonstrated effect of reducing new development: <https://hbr.org/2021/11/research-restricting-airbnb-rentals-reduces-development>

Affordable housing is an important societal goal and I fully support the objective. The fastest track to this goal is likely best served by taxing short term rentals and using the taxes to help fund the public infrastructure required to build housing tailored to the need vs hope properties ill-suited to this need be repurposed.

As a result, I do not believe that increasing the nightly stay minimums across the board is the solution. Please consider opening the floor to more discussion before a final decision is reached on this matter.

Respectfully,

/Steven Lundberg/

Steven W. Lundberg

6638 Ryegrass Road

Jackson, WY

Annette Langley

From: Daniel Ewert <ewert02@yahoo.com>
Sent: Sunday, May 1, 2022 1:30 PM
To: Tyler Sinclair
Subject: Short Term Rental Length



Dear Town Planning Commission,

I oppose extending the minimum short term rental length. With increases in cost of living and taxes, homeowners who don't have a lot of cash flow will be further restricted from making any money off of their property to offset the increased costs. A homeowner who wants to camp/tent for 1 month to rent their place out and make a bit of money to offset costs would be harmed by this proposal, and there would be no resulting increase in available housing to anyone. Extending the short term rental length would be a gift to the big hotel and lodging industry. The 30 day length is appropriate as it is, and accomplishes the purpose of not having rapid turnover in any house outside the lodging overlay zone. Thanks for your consideration.

Daniel Ewert
307-264-0701

Annette Langley

From: Trissta Lyman <trisstalyman@gmail.com>
Sent: Wednesday, April 20, 2022 12:46 PM
To: Tyler Sinclair
Subject: Short Term Rental



Hi Tyler,

I am emailing to show support for extending the minimum length of short term rentals from 30 days to 90 days. We have enough hotels in town and out at the village to accommodate travelers and tourists. I do not think short term rentals are needed period. However, if they are to be here, I would encourage them to be at a longer term to accommodate housing for traveling, nurses and other professionals, if they choose to have them. I support affordable housing for local workforce.

Thank you,

Trissta

Annette Langley

From: Connor Phillips <phillycondor@gmail.com>
Sent: Thursday, April 21, 2022 9:52 AM
To: Tyler Sinclair
Subject: Short Term Rentals

Hello,

I'm writing to in regards to short term rentals in town. As a volunteer firefighter, I aim to provide essential services to our community. This community that I invest so much time, energy, and, at times, my life to continues to change. Change in the wrong direction, in my opinion. Yet changes that, with proper action from elected officials, may become undone. One way to help get our community back on track is to discourage short term rentals, thereby providing additional homes for the local workforce. Please, extend short term rentals to a minimum 90 day occupancy. I do not want to be a firefighter exclusively for visitors from afar. I want to serve and protect our community and our community has to live here in order for that to happen.

Best,
Connor Phillips

Annette Langley

From: pschrey@aol.com
Sent: Monday, May 2, 2022 5:59 PM
To: Tyler Sinclair
Subject: short term rentals



-----Original Message-----

From: MAILER-DAEMON@aol.com
To: pschrey@aol.com
Sent: Mon, May 2, 2022 4:50 pm
Subject: Failure Notice

Sorry, we were unable to deliver your message to the following address.

<tsinclair@jacksonwy.gov>:

No mx record found for domain=jacksonwy.gov

----- Forwarded message -----

Dear Sir,

We have owned our home in Jackson for almost 20 years. We are getting close to retiring as we are now in our late seventies and have worked our whole lives. We have been looking forward to spending more time in Jackson in our home. That dream may not become a reality for us if you pass the 90 day rental rule. We will not be able to maintain our home with the rising prices of upkeep and now higher property taxes. We have never taken advantage of the 31 day rule. We were at one point falsely charged with a misdemeanor for not obeying that rule, which caused us quite a bit of mental anguish. That charge was dropped because it was entirely false, and I considered it a malicious prosecution and a witch hunt. Before you pass such a law, please be sure the complaints you are getting are valid and not just false accusations.

We rely on the income to keep up with the rising costs in Jackson. Our home is not continually rented. It is not a revolving door rental. We keep our house well maintained and our guests are thoroughly checked out by The Clear Creek Group.

Please consider the homeowners that own these homes, too, not just the complainers.

Thank you for taking the time to read this.

Thomas and Patricia Schrey

Annette Langley

From: Skye Schell <skyeschell@gmail.com>
Sent: Wednesday, April 20, 2022 10:06 AM
To: Tyler Sinclair
Subject: Short-term rental comments / local worker and owner-occupied exemptions



Dear Tyler, Planning Commissioners, and Town Councilors:

I just reviewed the staff report re: short-term rentals and would like to comment as a resident and homeowner. Thanks for all your work on this topic!

In general, **I support tightening the rules on short-term rentals, such as by increasing the minimum stay** from 30 to 90 or more days. When short-term rentals take homes out of the pool for local workers, they contribute to our housing crisis and make it harder for our community to function.

I would also request two important exemptions, one similar to an idea in the staff report, and the other new:

1. Local worker exclusion: local workers should be able to rent rooms or apartments for any length of time. As someone who has rented long term, with many roommates, we have often had situations where someone is between rentals and needs a place for a month or even a couple weeks. This should not be illegal. (I understand this is difficult to enforce, and I would suggest that proof of local work only be required if enforcement is triggered by complaint.)

2. Owner-occupied exclusion: I strongly support an exemption for owner-occupied homes. I got lucky with amazing landlords who sold me the house I had rented long-term, with seller financing (something I hope more sellers do). Given the incredibly high cost of living here, and how it continues to increase, being able to occasionally rent a room or house for a short timeframe (like a week) would help me afford to stay in the house in general. I know there are many others in similar situations. I would recommend as little red tape as possible. Please continue to consider this part of long-term use (not short-term with fees, lodging tax, etc) since it is not a standalone lodging use but just part of the owners affording to stay in their home.

Here are my comments on the categories raised in the staff report:

- Eligibility: keep this wide: require **owner occupancy for 9 months** (not 10 - to allow for teachers or seasonal workers to travel); **do not require a set number of hours per week or year** or if you do, keep it low (again, to allow for the variety of work that people do here / having to do some work elsewhere)
- Exclusion: allow owners to (A) rent rooms to **local workers unlimited times** for any length of time (this would be covered under the "local worker exclusion"), and (B) rent rooms/apartments to anyone **4-8 times / year for any length** (no 30-day minimum)
- Permitting: owners should **only need to get a permit once**, to prove eligibility, and then include that permit info on rental listings. This would decrease hassle for owners and decrease burden on staff. Permit fees should be as low as possible.
- Renters: see above - unlimited rental to local worker renters, limited rental (4-8x/year?) to unlimited renters

I understand that adding exemptions makes the program more complicated and harder to enforce. However, it would also make local renting and owning more possible for people who are just barely breaking even (either renting or owning).

Thank you for considering my comments - I'm happy to share / talk more if you'd like.

Take care,
Skye

--
Skye Schell

Annette Langley

From: aburton@wyoming.com
Sent: Monday, May 2, 2022 11:49 AM
To: Tyler Sinclair
Subject: Short-term rental extension



RE: Short-term rental extension

Attention: ***Town Planning Commission***
tsinclair@jacksonwy.gov

- Please extend the minimum short-term rental length!
- Neighborhoods are for neighbors!
- Extend short-term rental lengths: people over profit!

Hello members of the Town Planning Commission,

My name is Angela Burton and I am writing today to offer my support of the proposal to extend the minimum length for a short-term rental in Jackson from thirty days to ninety days.

We are all affected by the current and ongoing housing emergency in Teton County.

Addressing said emergency with positive and proactive change only improves our collective character by ensuring a diversity of residents can remain here to strengthen and add richness and depth to our community.

While it may seem like a small step, extending the minimum length for a short-term rental to ninety days would at least be a step in the right direction. There are already plenty of hotels and condos for tourists in the Teton County region. We need to do everything in our power to protect what few rentals we have left for the locals who so desperately need them.

If we do nothing in the face of this emergency, there WILL come a day (and soon) when this town is a shell of its old self, unable to regenerate and flourish as its less-affluent members are forced out, existing businesses are forced to close due to lack of staff, and services are cut across the county because demand cannot be met. Then who will serve our visitors?

This change is by no means a silver bullet—but it would make a statement that our priority is to our community, the very real humans who are experiencing very real pain when it comes to housing security. Supporting this change is low-hanging fruit and we must start somewhere. Any step, however small, in the right direction is still a step, and better it be forward than not at all.

Thank you for your consideration!

Sincerely,
Angela Burton

38 year Teton County resident
POB 13100 83002

Annette Langley

From: Ryan Dorgan <rpddorgan@gmail.com>
Sent: Wednesday, April 20, 2022 12:37 PM
To: Tyler Sinclair
Subject: Short-term rentals



Tyler,

I'm writing to express support for the staff recommendation to update the current short-term rental minimum occupancy length from 31 days/1 month to 90 days/3 months. I hope that this change results in more rental units available to the local workforce as well as more efficient and effective enforcement of short-term rental regulations.

One concern that came to mind is that this change could simply shift this segment of short-term rentals from tourists and remote workers to those remote workers willing to commit to a three-month stay. This situation could incentivize rental managers to price the units above what many local workers - both seasonal and year-round - could afford.

Thank you,
Ryan Dorgan

Annette Langley

From: Matthew Russman (Gmail) <matt.russman@gmail.com>
Sent: Wednesday, May 4, 2022 2:36 PM
To: Tyler Sinclair
Cc: Lisa Russman
Subject: Town of Jackson Planning Staff Meeting - May 4



Dear Mr Sinclair,

I am a new homeowner in the Hidden Hollow development in downtown Jackson. I am writing to provide my input regarding the potential amendment to the Land Development Regulations to limit homeowner rentals to a minimum of once every 91 days.

I recognize that a lack of affordable housing in Jackson is forcing too many workers to drive from Victor or Alpine, exacerbating traffic congestion, generating air pollution and harming wildlife. Although I share these concerns, I am also deeply concerned about the impact of this proposal on private property rights.

We purchased our home with the intention of living there as well as traveling and renting it periodically to tenants. The existing rental limitations, which are already highly restrictive, were incorporated into our estimation of the property's cost and value.

To change these rules now, the Town of Jackson should meet a high burden of proof regarding the value and effectiveness of any new limitations. However, I am extremely concerned that our property rights will be impaired even though no research or data has been presented to demonstrate how these new rules would ease traffic, improve affordable housing availability, or achieve any other community goals.

It is irresponsible to change a law that infringes on our property rights without any evidence that it will make a difference in the problem you're trying to solve. A better solution is an amendment to the LDR's to allow for more higher-density workforce housing (higher FAR) — this is a straight-forward solution to a problem.

Sincerely,
Matthew Russman

Annette Langley

From: Leigh Chrisinger <leigh@jacksonholepm.com>
Sent: Wednesday, April 20, 2022 1:49 PM
To: Tyler Sinclair
Subject: Town Planning Meeting



Hi Tyler-I wanted to send an email before the evening's Planning Meeting. I am sure you have heard from others in my industry, but I would love to understand what the proposed law hopes to do and maybe that's something that will be addressed today? Would your group benefit from hearing numbers from businesses like mine or having an open dialogue? We would love to help make a positive change that helps the community as well as doesn't negatively impact an industry.

I own property in Teton Co and with the increase in property taxes in conjunction with not having the ability to rent my home for a month at a time...to help pay for constant property cost increases is very scary for many local types. Teacher friends and others in the community who use that ability in order to keep their properties...are concerned about what the future holds here in JH in many ways.

Thanks in advance for your input and information...I appreciate your time!

My best,

Leigh Chrisinger

Annette Langley

Subject: FW: Contact info for PC

From: Juliann Whelan <juliannwhelan@gmail.com>

Sent: Friday, April 15, 2022 8:51 AM

To: Annette Langley <ALangley@jacksonwy.gov>

Subject: Re: Contact info for PC

Hi Annette. I sent my brief comment to Paul but if you could pass it along to Tyler, that would be appreciated.
I strongly support the proposed change in Short Term Rentals to 120 days.
Thank you.
Missy

Juliann Whelan

874 West Snow King Ave

P.O. Box 556

Jackson, Wyoming 83001

307 690 5896

--

Juliann Whelan

874 West Snow King Ave

P.O. Box 556

Jackson, Wyoming 83001

307 690 5896

From: [William REINECKE](#)
To: [Town Council](#)
Cc: [Morgan Bruemmer](#)
Subject: Increasing home rental minimums to 90 days.
Date: Monday, April 25, 2022 5:44:21 PM



Dear Council,

Would you please consider this parallel to increasing rental stays from 31 days to 90 as a way of finding affordable housing for our workers:

The Town requires 10% of the rooms at the Four Seasons be reserved exclusively for local workers at a maximum affordable rent of \$2,000 a month. The arithmetic dictates that the hotel charge \$69 a night for those rooms — why not all the hotels in Jackson and in the County, come to think of it?

It's preposterous, but it is of a similarly-unjust strong-arm tactic should our elected leaders claim control over personal property, namely mine and those of my friends, that was hard won through honest work.

When my family purchased our home in Jackson, I was working full time, and nonetheless it was a stretch; we all know about house values here, even eight years ago when our home was bought. Now retired, I depend on the income I am able to get from renting — very occasionally — which supplements my Social Security.

If we implement the proposed 90-day minimum stay, you will have shut me and my family down completely. It was already hard enough at 31 days, given that few vacationers want a home beyond two weeks. Please also consider that the management company that handles our occasional rentals, The Clear Creek Group, as well as others will likely close their doors and toss onto the street their many people who clean, repair, and manage the homes. And to what end?

Is it unsympathetic for me to add the following? The premise of a housing shortage is based in part on the definition that a 45-minute commute, such as it happens to be, exactly, from either Driggs or Alpine, is intrinsically onerous. When I worked, I would have been overjoyed to drive only 3/4 of an hour — and through scenery — rather than the 90 minutes to two hours it took on freeways in the cities where I worked.

Let's disregard that viewpoint, though, and consider perhaps that we are dealing with a different generation: is zeroing in on those who rent their homes, whether primary or secondary, the solution to helping the younger ones not to have to do what we shouldered? The report from staff itself says on Page 5 that:

“There is evidence that some residential units have been purchased to take advantage of these 12 rentals per year allowance.”

That is hardly the smoking gun one might want to prove the culpability of homeowners as a cause of a worker shortage, don't you think? And when I can no longer rent my home, as is being proposed, is there a notion that I will then make it available to the local workforce instead?

While we might well want to stem "real estate speculators" — if that is indeed what they are — from gobbling up properties that could house workers, do we want to punish our local neighbors for the crime of owning their homes and paying their taxes, which, as you likely know, went up steeply this year? Our property taxes went up 70% *from last year*. To avoid the inference that that number is a typo: seventy percent.

If you feel you must implement this punitive, redistributive and ill-conceived program, *may I ask that at least you allow those who have already purchased be grandfathered in and exempted from the hammer of a 90-day rule?*

But do please consider the possibility of unintended consequences should you even carry that through out of respect for those already here:

If people with money truly are the problem in our community, as some allege, what does that say about Jackson, Wyoming in totality?

Who are our good workers relying on for their employment? Each other?

We are all in this together. Let's find something that honors that, no?

Sincerely,

William Reinecke
687 E. Kelly Ave.
805-660-0505

From: noreply@civicplus.com
To: [Town Council](#)
Subject: Online Form Submittal: Pat Smidores Email the Town Council
Date: Thursday, May 26, 2022 4:43:19 PM



Email the Town Council

Email Content:

Stop Pacaso Now is a grassroots group of neighbors and communities that have been impacted by Pacaso. We have a website with more information at www.StopPacasoNow.com.

We are alerting you because we can see that Pacaso has purchased homes in your town and also has 'Prospects' they are floating to see if there is interest.

Other communities have worked to update their ordinances to specifically address Pacaso and other fractional ownership models created by corporations that are not in commercial areas. These can be found on our website.

Please do not hesitate to contact us for more information,
Thank you,
Pat at Stop Pacaso Now

Your Name: Pat Smidores

Your Company Name: Stop Pacaso Now

Your Phone Number: 650-722-0118

Your Email Address: stoppacasonow@gmail.com

Your City: Sonoma

Your State: CA

Your Zip Code: 97654

Email not displaying correctly? [View it in your browser.](#)

From: [David](#)
To: [Raz Reinecke](#)
Cc: [Town Council](#)
Subject: Re: Impacts of the Proposed changes to minimum rental days in Jackson
Date: Monday, April 25, 2022 7:04:35 PM

Dear elected officials,

I agree with Raz 100%. I am retiring and a significant portion of my retirement plan and income revolves around being able to rent my home a few months a year. I would hope that you would at least consider grandfathering in existing rental units as this will be most unfair

to retirees who are counting on this income for their retirement. As you know property taxes have gone up significantly but retirement incomes have not. Thank you for your consideration.

Sincerely,

DAVID THRASHER

> On Apr 25, 2022, at 3:57 PM, Raz Reinecke <rfreinecke@mac.com> wrote:

>

> Dear Jackson town council members,

>

> My husband and I are retired senior citizens and live in Jackson. We don't have any family or relatives in Wyoming but for my niece, her husband and their 9 year old daughter. On their own, like many other locals, they were faced with the unaffordable housing situation and having to leave the area. Their strong preference was to stay and it is our strong preference, too, to have them stay and help us as we age. Considering that JH doesn't have enough assisted living for the aging population, this preference is beyond being nice to have rather a critical consideration for my husband and me.

>

> So, last year amidst the rising house prices, we brainstormed a solution however imperfect. We bought a townhouse in Rafter J, putting down a substantial down payment that depleted our retirement savings and took out a jumbo mortgage for the rest. The solution we had found was to rent out our house in town during the peak tourist season, fully compliant with the town's 31 day minimum rental days, to pay for the new property and our sky rocketed property taxes. As hard as it is, we were all happier to have to shack up together for those months in the RJ townhouse or go camping whenever possible than having them leave.

>

> It's important to also consider the impact of the town having rapidly raised our property taxes, in this year alone by 70%. Clearly, we need a substantial amount of income from rentals to be able to pay for all this. That kind of income cannot be had by renting out our house to local workers at an affordable rate for them. But renting to vacationers during the peak tourist season can for now.

>

> The proposed 90-day minimum rental restriction, virtually eliminates the possibility of us locals to fund this self-generated two prong remedy to our problems. If this measure goes in, I'm afraid that we would not be able to keep the RJ townhouse and here are the consequences that I foresee, right now:

> - our niece and her family who are our only local support will have to leave Jackson because we cannot afford the mortgage to let them live in RJ;

> - we would have to sell the RJ house because no local would be able to afford the kind of rent it takes for us to offer the townhouse to another local family like our niece's, nor a local family will be able to afford buying the townhouse;

> - we would have to eventually sell our Jackson home and leave Wyoming altogether because (1) the property tax increases and the cost of living have skyrocketed in Teton county, and (2) we have no one in Wyoming to help us age in place as we enter our 70s.

>

> You should understand that our opposition to this new rule is in no way in contradiction with the fact that we need to take measures to increase the supply of affordable housing. We need our workers and housing is the remaining obstacle since the businesses seem to have already raised the minimum wage on their own - which got passed down

to us, increasing the cost of living in JH.

>

> We are fully supportive of practical measures that can actually add to affordable housing in town. However, not a single attempt has been made so far to determine the impact of increasing rental periods to a minimum of 90 days. There's no evidence that doing so will in fact help add to inventory for affordable housing. After all, these houses are already too expensive for anyone with limited means to buy. Furthermore, most, if not all, will not be offered at low rents because, at a minimum, the new property taxes alone put them outside the affordable housing range. How is a house that has a monthly property tax of \$2000 or more, a candidate for affordable housing?

>

> At the recent meeting of the planning commission, many spoke in favor of the 90 day minimum but none had any data or even a reasonable argument as to how these expensive homes will somehow become affordable rentals if we cannot rent to vacationers.

>

> I can tell you that at \$18,000 of property tax assessed to us, there's absolutely no way for us to rent to the local workers for a few months of the year and retain enough of the rental income after commissions and taxes to pay for our property tax alone much less any other expenses or the mortgage payments. And our house is definitely not the fanciest one being rented out to vacationers!

>

> When the town could not find a solution to the lack of affordable housing, we didn't just sit around and complain about the council not meeting its responsibilities like many who do. We took the matter in our own hands to help ourselves and our family. This is good old fashion American style of taking care of the business rather than expecting things to be handed to you. And we did that according to all the applicable laws, local or otherwise. Now, we are told that we are "evil millionaires worthy of losing money and family support." How does this make any sense to anyone who worked hard and saved for decades to be able to spend his/her old age with peace of mind? I'm an immigrant who arrived here alone, 42 years ago, with a suitcase and \$500 in my pocket. I have worked extremely hard to get the education I needed to then work extremely hard (mind you, commuting for 3 hours a day in horrible urban traffic) to be able to earn good money and save for retirement. To tell me, now, that my money and property should be up for grabs is simply un-American.

>

> It is disrespectful to lump us in with the so called "evil second home millionaires" by the young uninformed and inexperienced yet very vocal local workers who called in the other night into the planning commission's meeting. They were asking for our empathy when in return they offered none to us. One commenter even went so far to say that we "shouldn't have taken a big mortgage out relying on rental income," missing the irony that our loss will be the loss of a local family like hers who cannot afford the high rents and will be forced to leave.

>

> Please know that we totally understand and value our local workers. We have immense empathy and sympathy for people who cannot afford the high rents in town. We have been donating to the housing trust and have supported every measure and project that promises to provide more affordable housing, healthcare and social services to them. We simply disagree that by ruining our lives, they will gain affordable housing. In trying to find solutions for the housing shortage, let's not throw the locals like us under the bus.

>

> Elderly care and assisted living is at a great shortage in JH, worse than worker housing. So, it is more than ever important to be able to keep family support in town and age in place. We ask that the town council seriously consider the impacts of this measure on the resident elderly folks and their families. The income from vacation rentals has become more than ever a critical means for letting us age in place.

>

> Any impactful measure like this should be well thought out and researched properly. We need a deep dive into data, a good study, solid supporting evidence that by making it impossible for us to rent out our houses to vacationers that the town will ACTUALLY gain affordable housing. How will the local workers afford my house when the property tax alone will cost them \$1500 per month. How about the insurance and up keep? Do the council seriously believe that the loss of income by us to afford our arrangement will help provide housing for the local workers, and that my devastating loss will be at least "a step in the right direction" as so callously uttered by the proponents of this change?

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> Other unintended consequences include the devastating impact on local businesses and their employees who manage and support vacation rentals. Has anyone considered the fact that this measure will eliminate the employment of many workers and even force companies out of business? The property management companies

spoke at the planning commission's meeting voicing the adverse effects of this measure on their ability to retain employees or even the ability to continue. They are not alone as their businesses, in turn, rely on many other businesses in town who support them. There will be a likely domino effect that can shake up the lives of many people in town. Is anyone looking into these unintended consequences and costs to our local families? It sure didn't seem so at the planning commission's meeting, last week.

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> Another purported cause for making this change is that the town lacks the resources to respond to the numerous complaints by neighbors (who admittedly mistakenly) think that a neighbor is running an illegal vacation rental. However, when asked for the numbers, it was revealed that since 2014, there has been only an average of a dozen complaints a year by town residents and seemingly all in false understanding of the 31 day rental rule. The town officials claim that they have no time to deal with "the high volume" of phone calls. Really? A dozen phone calls a year is too much to handle to the point that our lives need to be turned upside down????!!!!

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> As to the non-resident second home owners, have we considered the fact that so many are generous big donors to many of our institutions and charities? I know, first hand, of several who are amongst the biggest donors to the Old Bill's Fun Run. Their generosity is critical to the benefits that we receive from the charities and the non-profits in JH. Should we disrespect and alienate them, as so many did during the meeting, simply because they are not full time residents? Somehow, there's this assumption that if you are not a full time resident you don't care about this community. That's simply a misconception for which I find absolutely no support. Many of the non-resident second home owners are passionate about the town and JH. They cherish their time when they can be here and most I have spoken to plan on retiring here. Is our aim to make owning second homes in Jackson so onerous so that they leave our town and take their donations elsewhere, likely to another resort town with enough foresight to know to be welcoming to rich philanthropists? Let's not kid ourselves: all these wonderful amenities in this tiny rural town are in large part because of the so called "evil millionaires and billionaires" who donate large sums of money and spend big, supporting the charities and businesses. Let's not forget about their generosity and kill the goose that lays the golden eggs.

>

> Let's not forget that we live in Wyoming where we purportedly care about liberty and property rights. I implore you to take a step back and restrain yourselves from taking away our rights for an unproven cause. There are less burdensome ways to go about this. For example, you could make the changes applicable only to those who buy AFTER the new rules take effect and grandfathering those of us who rely on the income. That way, you have provided full legal notice to those considering purchasing a vacation home here in the future and have not arbitrarily changed the laws without a compelling public interest?

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> Respectfully yours,

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> Raz Reinecke

From: [Raz Reinecke](#)
To: [Town Council](#)
Subject: Should short-term rentals be changed from 30 to 90 days?
Date: Wednesday, June 8, 2022 6:29:29 PM

Well said! Please consider and reject this misguided proposal.

<https://buckrail.com/should-short-term-rentals-be-changed-from-30-to-90-days/>