

Regular Town Council Meeting

February 18, 2025

6:00 PM

Town Council Chambers

Chair: Arne Jorgensen

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

I. ZOOM LINK FOR PUBLIC PARTICIPATION

The Town reserves the right to close Public Comment via Zoom at any time. In-person comment will continue to be taken and written comments can always be submitted to Town Council by emailing electedofficials@jacksonwy.gov.

To join, click link or copy it to your browser: <https://us02web.zoom.us/j/89480579035?pwd=LfVqHmov6bRYbSFbiNpoaPGttivval.1>

Or join at zoom.com with Webinar ID: **894 8057 9035** and Password: **83001** or by phone: **+1 719 359 4580**

II. OPENING

- A. Call to Order and Roll Call
- B. Pledge of Allegiance
- C. Land Acknowledgement

III. PUBLIC COMMENT

This section is reserved for public comment about items not included in this agenda. Public comment is limited to 3 minutes. As a general practice, Council does not discuss, debate, or act on issues raised under public comment. Council may or may not discuss an issue raised under Public Comment later in the meeting during Matters from Mayor and Council at their discretion. If you would like to communicate with Council during the meeting about an item on the agenda, please wait until public comment has been called for that item. Public comment may also be submitted to Council at any time by emailing electedofficials@jacksonwy.gov.

IV. CONSENT CALENDAR

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

- A. Meeting Minutes
 - 1. January 23, 2025 Special Town Council Meeting
 - 2. January 24, 2025 Special Town Council Meeting
 - 3. February 3, 2025 Regular Town Council Meeting
- B. Disbursements
- C. January Municipal Court Report
- D. 2025 Chip Seal Contract Award for Bid 25-08 (Brian Lenz)
- E. 2025 Spring and Fall Patching Award for Bid 25-06 (Brian Lenz)
- F. FY20 Transportation Alternatives Program Final Acceptance Certificate (Brian Schilling)

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

- A. Internal Services

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

1. Annual Liquor License Renewals (Lynsey Lenamond)
- B. Planning & Building
 1. Request for Conditional Use Permit (CUP) for Outfitter/Tour Operator Use at 1300 Carol Ln. (P24-105) (Katelyn Page)
- C. Transportation
 1. Parking Access Revenue Control System (PARCS) at Millward/Simpson Garage (Charlotte Frei)

VI. ORDINANCES

- A. Ordinance R: An Ordinance Adding a New Rate for Commercial Water Filling Station (Third Reading, to be designated Ordinance 1436)
- B. Ordinance S: An Ordinance Granting a Franchise to Curbside Recycling (Lea Colasuonno, First Reading)

VII. MATTERS FROM MAYOR AND COUNCIL

VIII. MATTERS FROM THE TOWN MANAGER

- A. Town Manager's Report

IX. ADJOURN

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

Pledge of Allegiance

I pledge allegiance to the flag of the United States of America, and to the Republic for which it stands,
one Nation under God, indivisible, with liberty and justice for all.

Land Acknowledgement

We recognize that the land we are gathering on is the ancestral homeland of the Mountain Shoshone People who stewarded it for thousands of years and that many other tribes also lived upon and cared for this area including the Bannock, Blackfoot, Crow, Eastern Shoshone, Gros Ventre, Nez Perce, Northern Arapaho tribes, and others. With gratitude, we honor Indigenous Peoples, past and present. We also acknowledge the sovereignty of the Native nations closest to Jackson whose land was taken through broken treaties that resulted in the creation of the Wind River and Fort Hall Indian Reservations. We recognize this acknowledgement is simply a first step. The Town of Jackson is committed to continued and informed action to connect with indigenous people.

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

JANUARY 23, 2025

JACKSON, WYOMING

The Jackson Town Council met in special session in the Town Hall Council Chambers located at 150 East Pearl in Jackson, at 9:02 A.M. This meeting was held in-person and through the Zoom platform. Upon roll call the following were found to be present:

TOWN COUNCIL: Mayor Arne Jorgensen, Jonathan Schechter, Devon Viehman, and Kevin Regan.

STAFF: Tyler Sinclair, Lea Colasuonno, Michelle Weber, Paul Anthony, and Riley Taylor.

Arne announced that the meeting would not be streamed, but that a recording would be available on the website after the meeting.

Town Council Vacancy: Finalist Interviews, Discussion, and Selection. Council conducted an interview with Frederic “Rick” Gordon.

Council conducted an interview with Shelby Read.

Council conducted an interview with Scott Anderson.

Council recessed at 11:10 a.m. and reconvened at 1:30 p.m.

Council conducted an interview with Katie Wilson.

Council conducted an interview with Alyson Sperry.

Executive Session. A motion was made by Arne Jorgensen and seconded by Devon Viehman to recess to executive session pursuant to Wyoming Statute §16-4-405(a)(ii) to consider the appointment of a public officer. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Council entered executive session at 3:42 p.m. and reconvened at 5:16 p.m.

Jonathan Schechter left the meeting at 5:16 p.m.

Adjourn. A motion was made by Devon Viehman and seconded by Kevin Regan to adjourn. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. The meeting adjourned at 5:17 p.m.

TOWN OF JACKSON

ATTEST:

Arne Jorgensen, Mayor

Riley Hovorka, Town Clerk

Minutes: rh. Publish JH News & Guide: January 15, 2025

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

JANUARY 24, 2025

JACKSON, WYOMING

The Jackson Town Council met in special session in the Town Hall Council Chambers located at 150 East Pearl in Jackson, at 9:01 A.M. This meeting was held in-person and through the Zoom platform. Upon roll call the following were found to be present:

TOWN COUNCIL: Mayor Pro Tempore Jonathan Schechter, Devon Viehman, and Kevin Regan. Via Zoom: Mayor Arne Jorgensen.

STAFF: Tyler Sinclair, Lea Colasuonno, John Ware, Paul Anthony, and Riley Taylor.

Mayor Pro Tempore Schechter announced that Mayor Jorgensen would be joining via Zoom.

Town Council Vacancy: Finalist Interviews, Discussion, and Selection. Council held discussion.

Executive Session. A motion was made by Devon Viehman and seconded by Kevin Regan to recess to executive session pursuant to Wyoming State Statute 16-4-405(a)(ii) to consider the appointment of a public officer. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Council entered executive session at 9:07 p.m. and reconvened at 10:37 p.m.

A motion was made by Devon Viehman and seconded by Kevin Regan to recess the meeting until 1:00pm. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Council recessed at 10:38 p.m. and reconvened at 1:01 p.m.

Council held discussion. A motion was made by Devon Viehman and seconded by Kevin Regan to appoint Alyson Sperry to the Jackson Town Council for the remainder of a 4-year term ending January 2027. Mayor Pro Tempore Schechter called for the vote. The vote showed all in favor.

Adjourn. A motion was made by Devon Viehman and seconded by Kevin Regan to adjourn. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. The meeting adjourned at 1:32 p.m.

TOWN OF JACKSON

ATTEST:

Arne Jorgensen, Mayor

Riley Hovorka, Town Clerk

Minutes: rh. Publish JH News & Guide: January 15, 2025

TOWN COUNCIL PROCEEDINGS - UNAPPROVED

FEBRUARY 3, 2025

JACKSON, WYOMING

The Jackson Town Council met in regular session in the Town Hall Council Chambers located at 150 East Pearl in Jackson, at 6:01 P.M. This meeting was held in-person and through the Zoom platform. Upon roll call the following were found to be present:

TOWN COUNCIL: Mayor Arne Jorgensen, Jonathan Schechter, Devon Viehman, Kevin Regan, and Alyson Sperry.

STAFF: Tyler Sinclair, Lea Colasuonno, Floren Poliseo, Michelle Weber, Paul Anthony, Tanya Anderson, Susan Scarlata, and Riley Taylor.

The Pledge of Allegiance was led by Mayor Jorgensen. The Land Acknowledgement was read by Mayor Jorgensen. Mayor Jorgensen read a proclamation commemorating START Bus' return to one million riders in 2024.

Public Comment. Jessica Sell Chambers made public comment.

Consent Calendar. A motion was made by Jonathan Schechter and seconded by Devon Viehman to approve the consent calendar including items A-B as presented with the following motions:

- A. **Meeting Minutes.** To approve meeting minutes from the January 21, 2025 Regular Town Council Workshop and January 21, 2025 Regular Town Council Meeting.
- B. **Disbursements.** To approve the disbursements as presented.

There was no public comment on the consent calendar. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Update on Destination Management and Marketing Organization. Crista Valentino, Executive Director of the Travel and Tourism Board, presented to Council. Council held discussion. There was no public comment. No motion was made.

Town Council Liaison Assignments, Energy Conservation Works (ECW), and Travel and Tourism Board Destination Stewardship Council Appointments. Tyler Sinclair, Susan Scarlata, and Riley Hovorka made staff comment. Council held discussion with staff. There was no public comment. A motion was made by Jonathan Schechter and seconded by Devon Viehman to approve the Council liaisons as discussed and shown in the 2025 Liaison Assignment Chart completed at this meeting. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

A motion was made by Jonathan Schechter and seconded by Devon Viehman to appoint Jonathan Schechter to serve on the ECW joint powers board for a term ending June 30, 2025. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

A motion was made by Jonathan Schechter and seconded by Devon Viehman to appoint Arne Jorgensen to serve as the Council's voting member on the Travel and Tourism Board's Destination Stewardship Council. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Ordinances. A motion was made by Jonathan Schechter and seconded by Alyson Sperry to read ordinances in short title. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Ordinance Q. An Ordinance Regarding Riding on Sidewalks and Motor-Assisted Devices.

AN ORDINANCE AMENDING SECTIONS 10.14.010, DEFINITIONS, AND 10.14.040, RIDING ON SIDEWALKS, REGARDING MOTOR-ASSISTED DEVICES OF THE CODE OF THE TOWN OF JACKSON, WYOMING.

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

There was no public comment. A motion was made by Jonathan Schechter and seconded by Kevin Regan to approve Ordinance Q on third reading and designate it Ordinance 1435. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Ordinance R. An Ordinance Amending Water Rates for the Commercial Filling Station.

AN ORDINANCE AMENDING TITLE 13, UTILITIES, CHAPTER 13.04, WATER SYSTEM, SECTION 13.04.300, WATER RATES, OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON.

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

There was no public comment. A motion was made by Jonathan Schechter and seconded by Devon Viehman to approve Ordinance R on second reading. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Matters from Mayor and Council. Council discussed comments made during the public comment period, travel to Cheyenne for the legislative session, and travel to Cheyenne for a Women’s Conference.

Town Manager’s Report. Tyler Sinclair made staff comment. The Town Manager’s report contained updates on an ICLEI Municipal Investment Fund grant, temporary sign permits, Jackson Hole Airport DarkSky Certification letter of support, and monthly Chat with Council schedule. A motion was made by Jonathan Schechter and seconded by Devon Viehman to approve the Town Manager’s Report. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried.

Adjourn. A motion was made by Jonathan Schechter and seconded by Alyson Sperry to adjourn. Mayor Jorgensen called for the vote. The vote showed all in favor. The motion carried. The meeting adjourned at 8:21 p.m.

TOWN OF JACKSON

ATTEST:

Arne O. Jorgensen, Mayor

Riley Hovorka, Town Clerk

Minutes: rt. Publish JH News & Guide: February 12, 2025

Report Criteria:

Detail report.
Invoices with totals above \$0 included.
Paid and unpaid invoices included.

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
7072	120WATER	6358	LCRR NOTIFICATIONS	09/25/2024	5,416.32	.00	
Total 7072:					5,416.32	.00	
7523	A43 ARCHITECTURE	2411-0125	IT SERVER ROOM	02/03/2025	787.50	.00	
7523	A43 ARCHITECTURE	2411-2408	IT SERVER ROOM	09/04/2024	2,535.00	.00	
Total 7523:					3,322.50	.00	
51	ACE HARDWARE	895139	HANDLE	01/13/2025	49.99	.00	
51	ACE HARDWARE	895311	HEATER	01/15/2025	64.99	.00	
51	ACE HARDWARE	895754	THERMOMETER	01/20/2025	74.95	.00	
51	ACE HARDWARE	896019	BUNGEE CORD	01/22/2025	23.97	.00	
51	ACE HARDWARE	896126	CREDIT	01/22/2025	44.95-	.00	
51	ACE HARDWARE	896173	RESPIRATOR	01/23/2025	16.99	.00	
51	ACE HARDWARE	896193	LIGHT BULBS	01/23/2025	29.98	.00	
51	ACE HARDWARE	896309	HANGING STRIP	01/24/2025	17.98	.00	
51	ACE HARDWARE	896330	HANGING STRIP	01/24/2025	8.99	.00	
51	ACE HARDWARE	896520	CLOROX	01/27/2025	41.47	.00	
51	ACE HARDWARE	896572	BATTERY	01/28/2025	16.99	.00	
51	ACE HARDWARE	896611	PRIMER	01/28/2025	11.99	.00	
51	ACE HARDWARE	896760	PAINT BRUSH	01/29/2025	1.29	.00	
51	ACE HARDWARE	896843	TAPCON BIT	01/30/2025	24.97	.00	
51	ACE HARDWARE	896847	SAND PAPER AND HANDLE	01/30/2025	64.95	.00	
51	ACE HARDWARE	896947	BLADE	01/31/2025	129.99	.00	
51	ACE HARDWARE	896966	SCREWS	01/31/2025	8.99	.00	
51	ACE HARDWARE	896987	HOLE SAW BLADES	01/31/2025	56.98	.00	
51	ACE HARDWARE	896988	ROPE	01/31/2025	20.48	.00	
Total 51:					620.99	.00	
6861	ADVANCED NETWORK MANAG	IN101660	TIME AND MATERIAL	01/29/2025	550.00	.00	
Total 6861:					550.00	.00	
2269	AFLAC	907219	ACCOUNT #y9599	01/31/2025	1,647.35	1,647.35	01/29/2025
Total 2269:					1,647.35	1,647.35	
6524	ALPHAGRAPHICS	CB-555338	CREDIT	03/12/2024	87.30-	.00	
6524	ALPHAGRAPHICS	CB-646467	CREDIT	12/11/2024	182.05-	.00	
6524	ALPHAGRAPHICS	IX-436834	SIGNAGE	01/22/2025	202.34	.00	
6524	ALPHAGRAPHICS	IX-438153	PAPER	01/21/2025	189.09	.00	
6524	ALPHAGRAPHICS	IX-440026	SIGNAGE	01/29/2025	548.74	.00	
6524	ALPHAGRAPHICS	IX-440040	SIGNAGE	01/29/2025	548.74	.00	
Total 6524:					1,219.56	.00	
5726	AMAZON	116T-6VRM-G	PAPER	02/04/2025	68.49	.00	
5726	AMAZON	147T-4YCX-1G	BATTERIES	01/28/2025	14.36	.00	
5726	AMAZON	147T-4YCX-1G	LADDER HANGER	01/28/2025	56.91	.00	
5726	AMAZON	14LH-13WL-3Q	TAIL LIGHTS	01/22/2025	32.50	.00	
5726	AMAZON	14LH-13WL-M	UNIFORM SHIRTS	01/24/2025	55.92	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
5726	AMAZON	14QX-MLTP-H	SUPPLIES	01/23/2025	99.82	.00	
5726	AMAZON	19CC-QXV6-H	TRASH CANS	01/31/2025	76.77	.00	
5726	AMAZON	19JL-HJYJ-11	DEWALT TRIPOD	01/27/2025	75.99	.00	
5726	AMAZON	1C4T-4C4L-6V	PUTTY	01/27/2025	39.76	.00	
5726	AMAZON	1CW3-PCHX-J	SIGNAGE	01/24/2025	80.18	.00	
5726	AMAZON	1D99-W77J-63	SPRAY PAINT	01/27/2025	11.96	.00	
5726	AMAZON	1JYX-YH6N-J1	FLOOR MATS	01/24/2025	349.95	.00	
5726	AMAZON	1N6X-MM6J-7	APPLE PENCILS	01/29/2025	75.96	.00	
5726	AMAZON	1PKV-HWYN-J	GROW LIGHTS	01/28/2025	164.86	.00	
5726	AMAZON	1QJN-PTC3-1	COUNTER	01/23/2025	269.99	.00	
5726	AMAZON	1RKM-Y64Y-1	PORTABLE DRIVE	01/29/2025	1,174.44	.00	
5726	AMAZON	1T1G-RL11-QN	MARKERS	01/24/2025	11.99	.00	
5726	AMAZON	1YNY-H7JH-TY	BATTERY	01/21/2025	94.95	.00	
Total 5726:					2,754.80	.00	
7221	ANDERS GLASS AND TINT	1559	WINDSHIELDS	09/23/2024	1,250.00	.00	
7221	ANDERS GLASS AND TINT	1644	WINDSHIELD	11/10/2024	930.00	.00	
7221	ANDERS GLASS AND TINT	1645	WINDSHIELD	11/10/2024	480.00	.00	
7221	ANDERS GLASS AND TINT	1674	WINDSHIELD	11/30/2024	560.00	.00	
7221	ANDERS GLASS AND TINT	1689	WINDSHIELD	12/11/2024	350.00	.00	
7221	ANDERS GLASS AND TINT	1690	WINDSHIELDS	12/11/2024	440.00	.00	
Total 7221:					4,010.00	.00	
3487	ARCHITECTURAL BUILDING SU	71639842	DOOR HARDWARE TOWN HALL	12/30/2024	1,604.27	.00	
Total 3487:					1,604.27	.00	
5681	BECKER ARENA PRODUCTS IN	614632	RUBBER FLOORING INSTAL	11/26/2024	20,974.70	.00	
Total 5681:					20,974.70	.00	
7602	BECOMING JACKSON WHOLE	19925	MBAT TRAINING	12/30/2024	66,000.00	.00	
Total 7602:					66,000.00	.00	
4920	BEST BEST & KRIEGER	1019222	51148.0001 FRANCHISE RENEW	02/06/2025	1,412.00	.00	
Total 4920:					1,412.00	.00	
6583	BESTDRIVE IDAHO FALLS	29006728	HYBRID	01/31/2025	2,263.96	.00	
Total 6583:					2,263.96	.00	
4774	BIG R RANCH & HOME	1703572	SUPPLIES	01/10/2025	606.40	.00	
4774	BIG R RANCH & HOME	1704168	BIBS	01/16/2025	197.99	.00	
4774	BIG R RANCH & HOME	1704924	SUPPLIES	01/24/2025	199.98	.00	
4774	BIG R RANCH & HOME	1705405	RATCHET STRAPS	01/30/2025	112.95	.00	
Total 4774:					1,117.32	.00	
1560	BLUE SPRUCE CLEANERS,INC	020125	DRY CLEANING PD	02/01/2025	222.72	.00	
Total 1560:					222.72	.00	
7323	BOBCAT OF ROCK SPRINGS	55806	CYLINDER	01/28/2025	800.32	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7323:					800.32	.00	
7394	BOLAND, ANITA	020525	MARCH RENT	02/05/2025	2,200.00	.00	
Total 7394:					2,200.00	.00	
4634	BREAKFAST ROTARY OF JH	2637	QUARTERLY DUES MICHELLE	01/28/2025	175.00	.00	
Total 4634:					175.00	.00	
6727	BRIGGS, ERIC L	33854	TOOL	01/23/2025	319.63	.00	
6727	BRIGGS, ERIC L	34032	TWISTED WIRE	01/30/2025	22.63	.00	
Total 6727:					342.26	.00	
7077	BURKHOLDER, SHAWN	020525	MARCH RENT	02/05/2025	2,039.63	.00	
Total 7077:					2,039.63	.00	
7345	CAMP ON INC	020525	MARCH RENT	02/05/2025	13,300.00	.00	
Total 7345:					13,300.00	.00	
4707	CELLEBRITE USA	INVUS279884	UFED SUBSCRIPTION	01/24/2025	13,585.00	.00	
Total 4707:					13,585.00	.00	
544	CENTURYLINK	720767836	ACCOUNT NUMBER 75912352	02/01/2025	116.03	.00	
Total 544:					116.03	.00	
7089	CHARLIE'S PLUMBING OF JH	14214	SERVICE CALL	01/24/2025	885.00	.00	
Total 7089:					885.00	.00	
5967	CITY OF DRIGGS	BBGTR2025FE	BUS BARN	01/28/2025	758.74	.00	
Total 5967:					758.74	.00	
7599	COLORADO CITY AND COUNTY	257FB1CE-000	JOB POSTING	01/29/2025	200.00	.00	
Total 7599:					200.00	.00	
69	COMMUNITY ENTRY SERVICES	011525	3RD QUARTER	01/15/2025	45,000.00	.00	
Total 69:					45,000.00	.00	
514	CONRAD & BISCHOFF INC.	IN-515000-25	DEF BULK	01/22/2025	710.33	.00	
514	CONRAD & BISCHOFF INC.	IN-520781-25	DIESEL AND FUEL	01/23/2025	21,424.22	.00	
514	CONRAD & BISCHOFF INC.	IN-520787-25	DIESEL AND FUEL	01/23/2025	6,012.79	.00	
514	CONRAD & BISCHOFF INC.	IN-541482-25	DEF BULK	02/03/2025	574.65	.00	
514	CONRAD & BISCHOFF INC.	IN-545979-25	FUEL	02/04/2025	10,947.65	.00	
514	CONRAD & BISCHOFF INC.	IN-545990-25	DIESEL AND FUEL	02/04/2025	17,653.31	.00	
Total 514:					57,322.95	.00	
4887	CONTROL SYSTEM TECHNOLO	11460	WATER WELL 2	01/20/2025	1,267.50	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
4887	CONTROL SYSTEM TECHNOLO	11466	WATER CONTROL SERVICE	01/27/2025	3,000.00	.00	
4887	CONTROL SYSTEM TECHNOLO	11469	WATER CONTROL SERVICE	01/27/2025	1,200.00	.00	
4887	CONTROL SYSTEM TECHNOLO	11477	WATER WELL #2	02/03/2025	31,885.50	.00	
Total 4887:					37,353.00	.00	
7500	CONWAY, LARS	020525	MARCH RENT	02/05/2025	2,500.00	.00	
Total 7500:					2,500.00	.00	
1691	CORE & MAIN LP	W174607	4X14 MACH 10	01/08/2025	2,250.61	.00	
1691	CORE & MAIN LP	W174607	4X14 MACH 10	01/08/2025	2,250.61	.00	
Total 1691:					4,501.22	.00	
7022	Coulter House	020125	RETURN BOND B21-1068 10 WE	02/01/2025	1,000.00	1,000.00	02/03/2025
Total 7022:					1,000.00	1,000.00	
708	DELTA DENTAL PLAN OF WYOM	010125	JANUARY PREMIUM	01/01/2025	622.90	622.90	01/29/2025
708	DELTA DENTAL PLAN OF WYOM	010125	december CLAIMS	01/01/2025	6,703.10	6,703.10	01/29/2025
Total 708:					7,326.00	7,326.00	
7595	DESORMEAUX, LOUIS	013025	BAIL REFUND CASE 24-11-0621	01/30/2025	690.00	690.00	01/30/2025
Total 7595:					690.00	690.00	
3881	DEX IMAGING	AR12702873	MONTHLY COPYCARE	01/30/2025	630.09	.00	
Total 3881:					630.09	.00	
6667	DISCOUNT CELL, INC.	INV-00000696	POWER CABLE	01/01/2025	27.00	.00	
6667	DISCOUNT CELL, INC.	INV-00000698	PEPLINK MAX	01/01/2025	1,077.30	.00	
Total 6667:					1,104.30	.00	
6883	DIVISION OF CHILD SUPPORT	020625	DCSE CASE #0005405448	02/06/2025	508.23	508.23	02/06/2025
Total 6883:					508.23	508.23	
2175	DIVISION OF VICTIM SERVICES	020525	Crime Victim SurchAGE	02/05/2025	600.00	.00	
Total 2175:					600.00	.00	
6939	DYNAMIC CONTROLS, LLC	39091	SECURITY AGREEMENT	01/20/2025	75,518.00	.00	
Total 6939:					75,518.00	.00	
3408	E.R. OFFICE EXPRESS	23036	DIVIDERS	01/17/2025	19.00	.00	
3408	E.R. OFFICE EXPRESS	23050	CALENDAR	01/23/2025	27.01	.00	
Total 3408:					46.01	.00	
7446	ELAN ONE CARD	ADMIN 3263 1	HOTEL LOMBARDY-ADMINISTR	12/25/2024	628.19	.00	
7446	ELAN ONE CARD	ADMIN 3263 1	STARR HOTEL-ADMINISTRATIO	12/25/2024	449.00	.00	
7446	ELAN ONE CARD	ADMIN 3567 1	CREDIT CARD FEE-FINANCE	12/25/2024	20.00	.00	
7446	ELAN ONE CARD	BUILDING 895	UNITED-BUILDING INSPECTION	12/25/2024	288.95	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
7446	ELAN ONE CARD	BUILDING 895	STAPLES-BUILDING INSPECTIO	12/25/2024	14.83	.00	
7446	ELAN ONE CARD	BUILDING 895	UNITED-BUILDING INSPECTION	12/25/2024	35.00	.00	
7446	ELAN ONE CARD	BUILDING 895	HILTON-BUILDING INSPECTION	12/25/2024	1,092.46	.00	
7446	ELAN ONE CARD	BUILDING 895	UNITED-BUILDING INSPECTION	12/25/2024	25.99	.00	
7446	ELAN ONE CARD	BUILDING 895	UNITED-BUILDING INSPECTION	12/25/2024	25.99	.00	
7446	ELAN ONE CARD	BUILDING 895	UNITED-BUILDING INSPECTION	12/25/2024	35.00	.00	
7446	ELAN ONE CARD	CD 3840 12/25	PEARL STREET BAGELS-MAYO	12/25/2024	85.28	.00	
7446	ELAN ONE CARD	CD 3840 12/25	NAME BADGES-COMMUNITY D	12/25/2024	155.70	.00	
7446	ELAN ONE CARD	CD 3840 12/25	PEARL STREET BAGELS-COMM	12/25/2024	151.28	.00	
7446	ELAN ONE CARD	CD 3840 12/25	MAIL CHIMP-COMMUNITY DEV	12/25/2024	75.00	.00	
7446	ELAN ONE CARD	CD 3840 12/25	ALBERTSONS-MAYOR & TOWN	12/25/2024	16.48	.00	
7446	ELAN ONE CARD	Finance 9639 1	WILD BY NATURE GALLERY-PE	12/25/2024	556.50	.00	
7446	ELAN ONE CARD	Finance 9639 1	HOTEL LOMBARDY-MAYOR & T	12/25/2024	702.31	.00	
7446	ELAN ONE CARD	Finance 9639 1	STAPLES-FINANCE	12/25/2024	89.99	.00	
7446	ELAN ONE CARD	FLEET 0463 12	BIG R-FLEET SHOP	12/25/2024	201.38	.00	
7446	ELAN ONE CARD	FLEET 0463 12	STAPLES-FLEET SHOP	12/25/2024	51.37	.00	
7446	ELAN ONE CARD	FLEET 0463 12	JACKSON HOLE FORD-FLEET S	12/25/2024	36.20	.00	
7446	ELAN ONE CARD	IT 7309 12/25/2	DISH NETWORK-TOWN-WIDE S	12/25/2024	151.74	.00	
7446	ELAN ONE CARD	IT 7309 12/25/2	HBR SUBSCRIPTIONS-INFORM	12/25/2024	206.70	.00	
7446	ELAN ONE CARD	IT 7309 12/25/2	RINGCENTREAL-INFORMATION	12/25/2024	524.02	.00	
7446	ELAN ONE CARD	IT 7309 12/25/2	GARMIN-INFORMATION TECHN	12/25/2024	64.95	.00	
7446	ELAN ONE CARD	IT 7309 12/25/2	GO DADDY-INFORMATION TEC	12/25/2024	41.98	.00	
7446	ELAN ONE CARD	IT 7309 12/25/2	GODADDY-INFORMATION TECH	12/25/2024	899.98	.00	
7446	ELAN ONE CARD	IT 7309 12/25/2	STARLINK-INFORMATION TECH	12/25/2024	165.00	.00	
7446	ELAN ONE CARD	IT 7309 12/25/2	GO DADDY-INFORMATION TEC	12/25/2024	43.16	.00	
7446	ELAN ONE CARD	IT 7309 12/25/2	AMAZON-INFORMATION TECHN	12/25/2024	78.99	.00	
7446	ELAN ONE CARD	IT 7309 12/25/2	GODADDY-INFORMATION TECH	12/25/2024	299.99	.00	
7446	ELAN ONE CARD	IT 7309 12/25/2	MY TOOL STORE-INFORMATIO	12/25/2024	359.34	.00	
7446	ELAN ONE CARD	IT 7309 12/25/2	PADDLENET-INFORMATION TE	12/25/2024	20.14	.00	
7446	ELAN ONE CARD	IT 7309 12/25/2	PADDLENET-INFORMATION TE	12/25/2024	40.26	.00	
7446	ELAN ONE CARD	PD 0494 12/25/	ALBERTSONS-POLICE - ADMINI	12/25/2024	60.00	.00	
7446	ELAN ONE CARD	PD 0494 12/25/	HOTEL RED ROCKS-POLICE - P	12/25/2024	304.42	.00	
7446	ELAN ONE CARD	PD 0494 12/25/	AUDIBLE-POLICE - PATROL	12/25/2024	15.85	.00	
7446	ELAN ONE CARD	PD 2280 12/25/	ALBERTSONS-POLICE - COMM	12/25/2024	90.03	.00	
7446	ELAN ONE CARD	PD 2280 12/25/	PEARL STREET BAGELS-POLIC	12/25/2024	100.00	.00	
7446	ELAN ONE CARD	PD 2280 12/25/	BLAUER MANUFACTURING-PO	12/25/2024	279.98	.00	
7446	ELAN ONE CARD	PD 2280 12/25/	PEARL STREET BAGELS-POLIC	12/25/2024	100.00	.00	
7446	ELAN ONE CARD	PD 2280 12/25/	TAC GEAR-POLICE - PATROL	12/25/2024	121.02	.00	
7446	ELAN ONE CARD	PD 6677 12/25/	UPS-POLICE - INVESTIGATIONS	12/25/2024	13.72	.00	
7446	ELAN ONE CARD	PD 6677 12/25/	UPS-POLICE - INVESTIGATIONS	12/25/2024	12.71	.00	
7446	ELAN ONE CARD	PD 6677 12/25/	STAPLES-POLICE - INVESTIGAT	12/25/2024	24.35	.00	
7446	ELAN ONE CARD	PD 6677 12/25/	DELTA-POLICE - INVESTIGATIO	12/25/2024	551.96	.00	
7446	ELAN ONE CARD	PD 6677 12/25/	PBI LEEDA-POLICE - PATROL	12/25/2024	795.00	.00	
7446	ELAN ONE CARD	PD 6677 12/25/	EVAWI-POLICE - PATROL	12/25/2024	645.00	.00	
7446	ELAN ONE CARD	PD 7867 12/25/	HILTON HOTEL-POLICE - PATR	12/25/2024	920.20	.00	
7446	ELAN ONE CARD	PLANNING 55	FORT FRAME-PERSONNEL/TO	12/25/2024	579.40	.00	
7446	ELAN ONE CARD	PLANNING 55	ALBERTSONS-PERSONNEL/TO	12/25/2024	449.72	.00	
7446	ELAN ONE CARD	PLANNING 55	WORT-PERSONNEL/TOWN CLE	12/25/2024	173.10	.00	
7446	ELAN ONE CARD	PLANNING 55	SPRINGHILL SUITES-TOWN-WI	12/25/2024	2,440.00	.00	
7446	ELAN ONE CARD	PLANNING 55	ALBERTSONS-PERSONNEL/TO	12/25/2024	214.19	.00	
7446	ELAN ONE CARD	PLANNING 55	ALBERTSONS-TOWN-WIDE SE	12/25/2024	158.05	.00	
7446	ELAN ONE CARD	PLANNING 55	SHELL-PERSONNEL/TOWN CLE	12/25/2024	12.39	.00	
7446	ELAN ONE CARD	PLANNING 55	STAPLES-PERSONNEL/TOWN C	12/25/2024	30.18	.00	
7446	ELAN ONE CARD	START 4059 1	COMMUNITY TRANSPORT-STA	12/25/2024	25.00	.00	
7446	ELAN ONE CARD	START 4059 1	TARGET-START	12/25/2024	36.45	.00	
7446	ELAN ONE CARD	START 4059 1	COMMUNITY TRANSPORT-STA	12/25/2024	25.00	.00	
7446	ELAN ONE CARD	START 4059 1	ROCHESTER-START	12/25/2024	61.06	.00	
7446	ELAN ONE CARD	START 4059 1	SIDEWINDERS-START	12/25/2024	73.08	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
7446	ELAN ONE CARD	START 4059 1	COSTCO-START	12/25/2024	54.04	.00	
7446	ELAN ONE CARD	START 4059 1	STAPLES-START	12/25/2024	25.36	.00	
7446	ELAN ONE CARD	START 9251 1	COSTCO-START	12/25/2024	55.61	.00	
7446	ELAN ONE CARD	START 9251 1	STAPLES-START	12/25/2024	32.92	.00	
7446	ELAN ONE CARD	START 9251 1	STAPLES-START	12/25/2024	39.95	.00	
7446	ELAN ONE CARD	START 9251 1	BUBBAS-START	12/25/2024	65.52	.00	
7446	ELAN ONE CARD	START 9251 1	STAPLES-START	12/25/2024	94.73	.00	
7446	ELAN ONE CARD	START 9251 1	STAPLES-START	12/25/2024	91.93	.00	
7446	ELAN ONE CARD	START 9251 1	SMIHS-START	12/25/2024	534.75	.00	
7446	ELAN ONE CARD	START 9251 1	ALBERTSONS-START	12/25/2024	9.21	.00	
7446	ELAN ONE CARD	START 9251 1	MACEY MARIE-START	12/25/2024	95.75	.00	
7446	ELAN ONE CARD	START 9251 1	STAPLES-START	12/25/2024	20.52-	.00	
7446	ELAN ONE CARD	START 9251 1	ALBERTSONS-START	12/25/2024	30.69	.00	
7446	ELAN ONE CARD	WWTP 2901 1	ALBERTSONS-SEWER DEPART	12/25/2024	42.96	.00	
7446	ELAN ONE CARD	WWTP 2901 1	EGUAGE-SEWER DEPARTMEN	12/25/2024	20.00	.00	
Total 7446:					17,117.91	.00	
6092	ENERGY 1	6240120-4	SERVER ROOM REMODEL	01/24/2025	418.75	.00	
Total 6092:					418.75	.00	
5223	ENERGY CONSERVATION WOR	TOJ 2024-25 2	2ND QUARTER	12/03/2024	8,750.00	.00	
Total 5223:					8,750.00	.00	
6753	ESRI, INC	94894845	ARC GIS ONLINE	01/27/2025	11,275.00	.00	
Total 6753:					11,275.00	.00	
6552	ETNA TRADE PARK LLC	020525	MARCH RENT	02/05/2025	4,062.00	.00	
Total 6552:					4,062.00	.00	
6802	FALL RIVER PROPANE	2679699	PROPANE	01/29/2025	1,208.91	.00	
Total 6802:					1,208.91	.00	
3195	FERGUSON ENTERPRISES, IN	3398913	EXP CLST	01/27/2025	186.63	.00	
3195	FERGUSON ENTERPRISES, IN	3402673	CLSP REP KIT	01/28/2025	37.80	.00	
3195	FERGUSON ENTERPRISES, IN	CM483645	CREDIT	01/16/2025	85.78-	.00	
Total 3195:					138.65	.00	
4294	FIRE SERVICES OF IDAHO	125998518	FIRE ALARM MONITORING	01/16/2025	420.00	.00	
4294	FIRE SERVICES OF IDAHO	12600447	ANIMAL SHELTER	01/24/2025	557.40	.00	
4294	FIRE SERVICES OF IDAHO	12601913	PARKING GARAGE	01/31/2025	1,539.60	.00	
Total 4294:					2,517.00	.00	
4709	FLEETPRIDE	119371574	SLOT HOSE BIN AND PARTS	08/23/2024	3,270.10	.00	
4709	FLEETPRIDE	121634636	SWIVEL	11/21/2024	79.60	.00	
Total 4709:					3,349.70	.00	
4212	GILLIG LLC	41264351	AIR SEAL	01/21/2025	24.84	.00	
4212	GILLIG LLC	41264847	GAUGES	01/22/2025	446.75	.00	
4212	GILLIG LLC	41264848	BRAKE LINING	01/22/2025	687.60	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
4212	GILLIG LLC	41265571	BRAKE KIT	01/23/2025	585.09	.00	
4212	GILLIG LLC	41266734	BRAKE KIT	01/27/2025	1,986.66	.00	
4212	GILLIG LLC	41268060	GALZING	01/30/2025	44.90	.00	
4212	GILLIG LLC	41269016	ELEMENT	02/03/2025	800.40	.00	
Total 4212:					4,576.24	.00	
4271	GRAND TARGHEE RESORT	020525	DECEMBER REIMBURSEMENT	02/05/2025	35,906.00	.00	
4271	GRAND TARGHEE RESORT	020525	NOVEMBER REIMBURSEMENT	02/05/2025	12,851.00	.00	
Total 4271:					48,757.00	.00	
5734	GREENWAY PAINTING LLC	1909	ADMIN OFFICE PD	01/31/2025	6,897.96	.00	
Total 5734:					6,897.96	.00	
7497	GRIFFITH PARTNERSHIP LLC	020525	MARCH RENT	02/05/2025	1,750.00	.00	
7497	GRIFFITH PARTNERSHIP LLC	020525	MARCH RENT	02/05/2025	2,100.00	.00	
Total 7497:					3,850.00	.00	
4988	HD FOWLER COMPANY	I6909997	BLIND FLANGE	01/09/2025	92.97	.00	
4988	HD FOWLER COMPANY	I6923433	COUPLING	01/30/2025	137.38	.00	
Total 4988:					230.35	.00	
96	HIGH COUNTRY LINEN	0485717	MATS @ START	01/27/2025	202.85	.00	
96	HIGH COUNTRY LINEN	0486370	MATS @ TOWN HALL	01/29/2025	308.79	.00	
96	HIGH COUNTRY LINEN	S0478456	TABLE CLOTHES	12/17/2024	63.75	.00	
96	HIGH COUNTRY LINEN	S0484952	TOWELS	01/21/2025	128.61	.00	
96	HIGH COUNTRY LINEN	S0485896	CLEANING SUPPLIES	01/27/2025	125.78	.00	
Total 96:					829.78	.00	
7540	HUGHES PRODUCTION	30366	SNOW KING AUDIO SYSTEM	11/25/2024	2,366.10	.00	
Total 7540:					2,366.10	.00	
5016	IACP	0372765	DUES	01/22/2025	85.00	.00	
Total 5016:					85.00	.00	
36	IDAHO STATE TAX COMMISSIO	013025	JANUARY WITHHOLDINGS	01/30/2025	5,630.00	5,630.00	01/29/2025
Total 36:					5,630.00	5,630.00	
7126	INEO SYSTRANS USA INC	9532700759	CONTRACT	01/28/2025	88,071.61	.00	
Total 7126:					88,071.61	.00	
3407	INTERMOUNTAIN SWEEPER C	124214	HD SOAP	01/20/2025	435.00	.00	
Total 3407:					435.00	.00	
106	INTERSTATE BATTERY	950004599	BATTERIES	01/27/2025	359.90	.00	
106	INTERSTATE BATTERY	950004671	BATTERIES	02/03/2025	364.85	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 106:					724.75	.00	
110	INTERWEST SUPPLY COMPANY	IN0117629	ARTIVULATOR	01/30/2025	2,772.72	.00	
Total 110:					2,772.72	.00	
6954	IVY OUTDOOR SERVICES LLC	0000123	JANUARY TRASH	02/01/2025	8,610.00	.00	
Total 6954:					8,610.00	.00	
7163	JACKSON GROUP LOCKBOX	685601IF	IN AMBER	01/16/2025	1,011.91	.00	
7163	JACKSON GROUP LOCKBOX	687029IF	FILTER	01/14/2025	785.40	.00	
7163	JACKSON GROUP LOCKBOX	687711IF	IN AMBER	01/23/2025	689.00	.00	
7163	JACKSON GROUP LOCKBOX	688009IF	BRAKE PADS	01/28/2025	1,890.84	.00	
7163	JACKSON GROUP LOCKBOX	688009IFX1	BRAKE PADS	01/30/2025	1,418.13	.00	
7163	JACKSON GROUP LOCKBOX	688408IF	BRAKE PADS	01/31/2025	2,937.27	.00	
7163	JACKSON GROUP LOCKBOX	688409IF	FILTER	01/31/2025	321.96	.00	
7163	JACKSON GROUP LOCKBOX	688410IF	FILTERS	01/31/2025	160.98	.00	
7163	JACKSON GROUP LOCKBOX	688412IF	FUEL WATER FILTER	01/31/2025	234.69	.00	
7163	JACKSON GROUP LOCKBOX	CM685507IFX	CREDIT	01/31/2025	234.69-	.00	
7163	JACKSON GROUP LOCKBOX	CM685601IF	CREDIT	01/23/2025	1,011.91-	.00	
7163	JACKSON GROUP LOCKBOX	CM687029IF	CREDIT	01/31/2025	785.40-	.00	
7163	JACKSON GROUP LOCKBOX	CM688009IF	CREDIT	01/31/2025	1,890.84-	.00	
7163	JACKSON GROUP LOCKBOX	CM688009IFX	CREDIT	01/31/2025	1,418.13-	.00	
7163	JACKSON GROUP LOCKBOX	CM688081IF	CREDIT	01/31/2025	392.70-	.00	
Total 7163:					3,716.51	.00	
858	JACKSON HOLE COMMUNITY H	TOJ 2024 3	3RD QUARTER	07/01/2024	12,500.00	.00	
Total 858:					12,500.00	.00	
5176	JACKSON HOLE CONTRACTIN	020525	release bond 515-517 e hansen	02/05/2025	5,000.00	5,000.00	02/05/2025
Total 5176:					5,000.00	5,000.00	
6474	JACKSON HOLE LAW, PC	2444	JANUARY SERVICES	01/31/2025	3,507.50	.00	
Total 6474:					3,507.50	.00	
131	JACKSON HOLE NEWS & GUID	370943	AD#432518	10/16/2024	570.00	.00	
131	JACKSON HOLE NEWS & GUID	371765	AD#433067	11/06/2024	380.00	.00	
131	JACKSON HOLE NEWS & GUID	373990	AD#435052	01/22/2025	456.00	.00	
131	JACKSON HOLE NEWS & GUID	374080	AD#435044	01/29/2025	285.00	.00	
131	JACKSON HOLE NEWS & GUID	374080	AD#435045	01/29/2025	171.00	.00	
131	JACKSON HOLE NEWS & GUID	374081	AD#433969	01/29/2025	193.00	.00	
131	JACKSON HOLE NEWS & GUID	374085	AD#435226	01/29/2025	38.00	.00	
131	JACKSON HOLE NEWS & GUID	374086	AD#435225	01/29/2025	38.00	.00	
131	JACKSON HOLE NEWS & GUID	374087	AD#435224	01/29/2025	38.00	.00	
131	JACKSON HOLE NEWS & GUID	374101	AD#434944	01/29/2025	108.00	.00	
Total 131:					2,277.00	.00	
114	JACKSON LUMBER INC	0001063176-0	RATCHET STRAPS	01/30/2025	81.58	.00	
Total 114:					81.58	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
115	JACKSON PAINT AND GLASS, I	I137207	SHELTER GLASS	01/24/2025	2,542.54	.00	
Total 115:					2,542.54	.00	
139	JORGENSEN ASSOCIATES, PC	55478	18047 GREGORY LANE	01/30/2025	30,075.62	.00	
139	JORGENSEN ASSOCIATES, PC	55478	18047 GREGORY LANE	01/30/2025	30,075.63	.00	
139	JORGENSEN ASSOCIATES, PC	55478	18047 GREGORY LANE	01/30/2025	30,075.63	.00	
Total 139:					90,226.88	.00	
7139	KARISSA AKIN LLC	1307	COUNCIL PHOTOS	02/02/2025	750.00	.00	
Total 7139:					750.00	.00	
5537	KEENAN, PETER	020525	MARCH RENT	02/05/2025	2,300.00	.00	
Total 5537:					2,300.00	.00	
3332	KILMER'S BG DISTRIBUTING	18516	DFC-HP2	01/27/2025	4,444.75	.00	
Total 3332:					4,444.75	.00	
7112	KJ'S SERVICES INVESTMENTS	020525	MARCH RENT AND INTERNET	02/05/2025	2,835.00	.00	
Total 7112:					2,835.00	.00	
7593	LEGACY BUSINESS VENTURES	1069	MOLD AIR TESTING	01/28/2025	3,180.00	.00	
Total 7593:					3,180.00	.00	
7596	LERREY, CHANTALLE	013125	REFUND BOND 180 CRABTREE	01/31/2025	2,000.00	2,000.00	01/31/2025
Total 7596:					2,000.00	2,000.00	
4380	LONG BUILDING TECHNOLOGI	SRVCE000796	SERVICE	01/14/2025	180.00	.00	
Total 4380:					180.00	.00	
156	LOWER VALLEY ENERGY INC	020525	MARCH RENT	02/05/2025	3,000.00	.00	
156	LOWER VALLEY ENERGY INC	92050-002 01-	3150 S ADAMS CANYON DR, JA	01/31/2025	388.08	388.08	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-003 01-	SPRUCE DR PUMP HOUSE, JA	01/31/2025	388.68	388.68	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-008 01-	CEMETERY, JACKSON, WY 20	01/31/2025	18.27	18.27	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-010 01-	ELY SPRINGS RD WELL 6,7,8, J	01/31/2025	1,260.59	1,260.59	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-014 01-	135 E BROADWAY AVE HEAT TA	01/31/2025	20.43	20.43	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-017 01-	WASTE WATER TRTMT INTERM	01/31/2025	282.63	282.63	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-019 01-	RANGEVIEW DR LIFT PUMP CO	01/31/2025	101.23	101.23	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-021 01-	150 E PEARL AVE, JACKSON, W	01/31/2025	2,077.01	2,077.01	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-024 01-	1605 BERGER LN SEWER LIFT	01/31/2025	31.32	31.32	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-025 01-	450 W SNOW KING AVE NEW S	01/31/2025	1,087.57	1,087.57	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-026 01-	450 W SNOW KING AVE SHOP, J	01/31/2025	443.50	443.50	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-044 01-	610 SNOW KING DR ESTATES B	01/31/2025	215.34	215.34	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-047 01-	WASTE WATER TRTMT UV BLD	01/31/2025	344.07	344.07	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-049 01-	WASTE WATER TRTMT PTB 545	01/31/2025	9,324.62	9,324.62	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-050 01-	2 MG TANK, JACKSON, WY 200	01/31/2025	29.26	29.26	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-051 01-	WELL #5 KARNS MEADOW DR,	01/31/2025	2,835.67	2,835.67	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-052 01-	675 E BROADWAY AVE WELL #1	01/31/2025	1,582.42	1,582.42	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-053 01-	WELLS #2 & #3, JACKSON, WY	01/31/2025	2,518.99	2,518.99	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-054 01-	CITY WELL ELK REF 1, JACKSO	01/31/2025	95.73	95.73	02/06/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
156	LOWER VALLEY ENERGY INC	92050-055 01-	CITY WELL ELK REF 2, JACKSO	01/31/2025	88.07	88.07	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-059 01-	440 W SNOW KING AVE POLICE	01/31/2025	333.24	333.24	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-060 01-	400 W SNOW KING AVE S GAR,	01/31/2025	1,514.45	1,514.45	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-061 01-	400 W SNOW KING AVE PUBLIC	01/31/2025	932.15	932.15	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-074 01-	CRABTREE LN THAW WELL #2,	01/31/2025	284.10	284.10	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-075 01-	HIGH SCHOOL RD THAW WELL	01/31/2025	220.53	220.53	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-077 01-	685 E HANSEN AVE, JACKSON,	01/31/2025	203.65	203.65	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-078 01-	145 W HANSEN AVE FRONT, JA	01/31/2025	228.62	228.62	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-079 01-	145 W HANSEN AVE BACK, JAC	01/31/2025	339.70	339.70	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-082 01-	400 W SNOW KING AVE E STOR	01/31/2025	598.86	598.86	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-089 01-	685 E HANSEN AVE, JACKSON,	01/31/2025	59.98	59.98	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-090 01-	955 MAPLE WAY, JACKSON, WY	01/31/2025	238.18	238.18	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-092 01-	3150 S ADAMS CANYON DR ANI	01/31/2025	684.37	684.37	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-102 01-	145 W HANSEN AVE FRONT, JA	01/31/2025	16.55	16.55	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-105-382	145 W HANSEN AVE FRONT, JA	01/31/2025	3,209.60	3,209.60	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-106 01-	940 SIMON LN, JACKSON, WY	01/31/2025	404.37	404.37	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-114 01-3	210 N CACHE ST HOME RANCH	01/31/2025	571.13	571.13	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-126 01-	SPRING WATER LN LIFT STATIO	01/31/2025	40.51	40.51	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-127 01-	3337 S CODY CREEK DR LIFT S	01/31/2025	394.42	394.42	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-131 01-	195 E DELONEY AVE RESTROO	01/31/2025	508.47	508.47	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-132 01-	160 S MILLWARD ST PARKING	01/31/2025	2,583.52	2,583.52	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-134 01-	160 S MILLWARD ST PARKING	01/31/2025	6.34	6.34	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-334 01-	JOSEPHINE LOOP LOT 15 LIFT	01/31/2025	124.33	124.33	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-341 01-	210 N CACHE ST HOME RANCH	01/31/2025	137.87	137.87	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-345 01-	930 SIMON LN, JACKSON, WY	01/31/2025	315.94	315.94	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-356 01-	55 KARNs MEADOW DR START	01/31/2025	9,205.64	9,205.64	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-357 01-	55 KARNs MEADOW DR START	01/31/2025	2,696.77	2,696.77	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-359 01-	MILLER PARK PARKING LOT CH	01/31/2025	211.00	211.00	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-361 01-	625 W BROADWAY AVE NEW P	01/31/2025	25.78	25.78	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-363 01-	455 VINE ST UTIL, JACKSON, W	01/31/2025	78.26	78.26	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-364 01-	65 VIRGINIAN LN #5, JACKSON,	01/31/2025	88.93	88.93	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-365 01-	65 VIRGINIAN LN #7, JACKSON,	01/31/2025	103.56	103.56	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-367 01-	455 VINE ST APT #3, JACKSON,	01/31/2025	74.55	74.55	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-368 01-	455 VINE ST APT #4, JACKSON,	01/31/2025	101.15	101.15	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-370 01-	2022 WILDFLOWER CT, JACKS	01/31/2025	209.38	209.38	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-371 01-	2022 WILDFLOWER CT, JACKS	01/31/2025	52.28	52.28	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-374 01-	455 VINE ST APT #1, JACKSON,	01/31/2025	127.44	127.44	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-375 01-	155 E PEARL AVE, JACKSON, W	01/31/2025	26.23	26.23	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-376 01-	149 E PEARL AVE, JACKSON, W	01/31/2025	229.72	229.72	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-378 01-	145 E PEARL AVE #A EAST, JAC	01/31/2025	114.67	114.67	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-383 01-	SNOW KING DR WATER TANK C	01/31/2025	25.31	25.31	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-385 01-	85 N SPRING GULCH RD SPRIN	01/31/2025	323.65	323.65	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-388 01-	121 SHERWOOD CT BLDG 2 BU	01/31/2025	40.68	40.68	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-389 01-	1640 MARTIN LN LIFT STATION,	01/31/2025	37.27	37.27	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-390 01-	400 W SNOW KING AVE HOUSI	01/31/2025	247.69	247.69	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-391 01-	400 W SNOW KING AVE PARK M	01/31/2025	1,010.05	1,010.05	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-392 01-	400 W SNOW KING AVE ADMIN,	01/31/2025	842.63	842.63	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-393 01-	400 W SNOW KING AVE EMPLO	01/31/2025	1,140.23	1,140.23	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-395 01-	145 E PEARL AVE #C LOFT, JAC	01/31/2025	87.58	87.58	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-396 01-	145 E PEARL AVE HSE/CMN, JA	01/31/2025	133.05	133.05	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-397 01-	145 E PEARL AVE #B WEST, JA	01/31/2025	108.86	108.86	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-398 01-	155 E PEARL AVE, JACKSON, W	01/31/2025	117.60	117.60	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-399 01-	155 E PEARL AVE, JACKSON, W	01/31/2025	140.45	140.45	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-401 01-	455 VINE ST APT #2, JACKSON,	01/31/2025	109.11	109.11	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-405 01-	3585 S CANADIAN DR, JACKSO	01/31/2025	186.02	186.02	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-406 01-	3585 S CANADIAN DR, JACKSO	01/31/2025	7.51	7.51	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-407 01-	130 E KELLY AVE #23, JACKSO	01/31/2025	70.80	70.80	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-411 01-3	1540 MARTIN LN H-FRAME MET	01/31/2025	69.17	69.17	02/06/2025

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
156	LOWER VALLEY ENERGY INC	92050-416 01-	350 N MILLWARD ST #5, JACKS	01/31/2025	66.41	66.41	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-418 01-	355 W DELONEY AVE E-5, JACK	01/31/2025	114.16	114.16	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-419 01-	55 VIRGINIAN LN #4, JACKSON,	01/31/2025	104.02	104.02	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-420 01-	355 W DELONEY AVE A-5, JACK	01/31/2025	72.14	72.14	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-422 01-	126 ASPEN DR, JACKSON, WY	01/31/2025	125.99	125.99	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-423 01-	120 ASPEN DR, JACKSON, WY	01/31/2025	119.88	119.88	02/06/2025
156	LOWER VALLEY ENERGY INC	92050-424 01-	69 VIRGINIAN LN #7, JACKSON,	01/31/2025	130.99	130.99	02/06/2025
Total 156:					58,860.97	55,860.97	
7572	MERCILL PARTNERS LLC	013125	return 105 Mercill bond momumen	01/31/2025	2,000.00	2,000.00	01/31/2025
Total 7572:					2,000.00	2,000.00	
7529	MOGUL HOSPITALITY PARTNE	020625	release bond 370 n glenwood e23	02/06/2025	5,000.00	5,000.00	02/06/2025
7529	MOGUL HOSPITALITY PARTNE	6838-R1	PROGRESS BILILNG	01/29/2025	175,166.39	.00	
Total 7529:					180,166.39	5,000.00	
1235	MOTOROLA SOLUTIONS, INC	8282008784	CHARGERS	10/25/2024	59.92	.00	
Total 1235:					59.92	.00	
4623	MSC INDUSTRIAL SUPPLY CO	7449716001	MISC PARTS	01/16/2025	328.94	.00	
Total 4623:					328.94	.00	
257	NAPA AUTO PARTS INC.	278961	SWITCH	01/08/2025	29.69	.00	
257	NAPA AUTO PARTS INC.	279430	SPARK PLUG	01/09/2025	141.79	141.79	01/30/2025
257	NAPA AUTO PARTS INC.	279430	SPARK PLUG	01/09/2025	306.00-	306.00-	01/30/2025
257	NAPA AUTO PARTS INC.	280570	FREIGHT	01/15/2025	59.68	.00	
257	NAPA AUTO PARTS INC.	280700	FILTER	01/15/2025	4.44	.00	
257	NAPA AUTO PARTS INC.	280812	BARKES	01/16/2025	77.30	.00	
257	NAPA AUTO PARTS INC.	281702	SOCKET	01/21/2025	110.89	.00	
257	NAPA AUTO PARTS INC.	281867	FILTER	01/21/2025	4.44	.00	
257	NAPA AUTO PARTS INC.	282150	CREDIT	01/22/2025	13.33-	.00	
257	NAPA AUTO PARTS INC.	282351	CANISTER	01/23/2025	47.69	.00	
257	NAPA AUTO PARTS INC.	282470	FILTER	01/23/2025	4.44	.00	
257	NAPA AUTO PARTS INC.	282509	Brakes	01/23/2025	349.29	.00	
257	NAPA AUTO PARTS INC.	282710	SPARK PLUG	01/24/2025	59.34	.00	
257	NAPA AUTO PARTS INC.	283229	BRAKES	01/27/2025	90.25	.00	
257	NAPA AUTO PARTS INC.	283400	SENSOR	01/28/2025	35.92	.00	
257	NAPA AUTO PARTS INC.	283612	FILTER	01/29/2025	8.88	.00	
257	NAPA AUTO PARTS INC.	283745	BATTERY	01/29/2025	247.48	.00	
257	NAPA AUTO PARTS INC.	284031	FORCE BLADE	01/30/2024	67.47	.00	
257	NAPA AUTO PARTS INC.	284062	D EARTH	01/30/2025	71.94	.00	
257	NAPA AUTO PARTS INC.	284141	CONNECTORS	01/31/2025	634.63	.00	
257	NAPA AUTO PARTS INC.	284160	WIPER BLADES	01/31/2025	161.58	.00	
Total 257:					1,887.81	164.21-	
187	NELSON ENGINEERING	66587	23-302-01 TOJ THAW WELL 10	02/03/2025	2,526.35	.00	
Total 187:					2,526.35	.00	
7070	PEAK WATER SERVICES, LLC	INVPWS3591	BOOSTER PUMP	01/28/2025	7,884.19	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 7070:					7,884.19	.00	
4894	PLATT	5X17927	EATON LOT	01/28/2025	59,704.77	.00	
4894	PLATT	5X77202	EATON LOT	02/04/2025	13,070.59	.00	
Total 4894:					72,775.36	.00	
7603	POLICY CONFLUENCE, INC	20014	SUBSCRIPTION	01/23/2025	4,100.00	.00	
Total 7603:					4,100.00	.00	
6260	POLISEO, FLOREN	013025	REIMBURSE	01/30/2025	397.08	.00	
Total 6260:					397.08	.00	
6483	PREMIER TRUCK- SALT LAKE C	775675931	CORE AND KIT	01/27/2025	7,792.56	.00	
6483	PREMIER TRUCK- SALT LAKE C	775676231	ARM WINDSHIELD	01/24/2025	136.98	.00	
6483	PREMIER TRUCK- SALT LAKE C	775677466	GASLET	01/28/2025	39.26	.00	
6483	PREMIER TRUCK- SALT LAKE C	CM775634234	CREDIT	01/29/2025	282.63	.00	
Total 6483:					7,686.17	.00	
6953	PROBST, LOGAN	012725	TRAVEL EXPENSES	01/27/2025	548.30	.00	
Total 6953:					548.30	.00	
7459	PVS DX, INC	737000294-25	CHLORINE	01/30/2025	2,223.05	.00	
Total 7459:					2,223.05	.00	
6649	QUADIENT LEASING USA, INC.	Q1713334	POSTAGE MACHINE LEASE	02/02/2025	1,083.36	.00	
Total 6649:					1,083.36	.00	
7066	R & A SAFETY LLC	45976	RANDOM	01/21/2025	90.50	.00	
7066	R & A SAFETY LLC	46000	RANDOM	01/16/2025	115.50	.00	
7066	R & A SAFETY LLC	46002	RANDOM	01/23/2025	90.50	.00	
7066	R & A SAFETY LLC	46028	RANDOM	01/28/2025	90.50	.00	
7066	R & A SAFETY LLC	46033	RANDOM	01/29/2025	115.50	.00	
Total 7066:					502.50	.00	
7460	RAMANATHAN, BRINDA	020525	MARCH RENT	02/05/2025	2,500.00	.00	
Total 7460:					2,500.00	.00	
6274	REES, DAVID	020525	DOT PHYSICAL	02/05/2025	155.00	.00	
Total 6274:					155.00	.00	
7597	REICHEL, FRANK	013125	RETURN BOND 2500 SOUTH PA	01/31/2025	1,000.00	1,000.00	01/31/2025
Total 7597:					1,000.00	1,000.00	
1430	ROBINSON, ROXANNE DEVRIE	012825	TRAVEL EXPENSES WAM	01/28/2025	125.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1430:					125.00	.00	
7423	RON TURLY ASSOCIATES INC	68781	CUSTOM REPORTS	01/27/2025	1,500.00	.00	
Total 7423:					1,500.00	.00	
2850	RT1 INC	012825	shipping CHARGES	01/28/2025	334.90	.00	
Total 2850:					334.90	.00	
13	SAFETY SUPPLY & SIGN CO., I	191733	SIGNAGE	11/05/2024	841.60	.00	
Total 13:					841.60	.00	
7189	SAUNDERS RANCH COMPANY	730	START TOWING	12/27/2024	1,400.00	.00	
Total 7189:					1,400.00	.00	
7203	SCHWARTZ, ANDY	012925	7 OF 12	01/29/2025	4,583.33	.00	
Total 7203:					4,583.33	.00	
231	SHERVIN'S INDEPENDENT OIL	58725	ALIGNMENT	01/21/2025	143.10	.00	
Total 231:					143.10	.00	
4359	SHERWIN-WILLIAMS CO.	0008-0	PAINT	10/15/2024	65.00	.00	
4359	SHERWIN-WILLIAMS CO.	0304-3	PAINT	11/01/2024	49.23	.00	
Total 4359:					114.23	.00	
4548	SILVER CREEK SUPPLY	0018983126-0	BUSHINGS	01/08/2025	114.63	.00	
4548	SILVER CREEK SUPPLY	0019024669-0	VALVE	01/13/2025	69.21	.00	
4548	SILVER CREEK SUPPLY	0019032183-0	COUPLER	01/14/2025	15.87	.00	
4548	SILVER CREEK SUPPLY	0019068110-00	PLUG	01/16/2025	8.48	.00	
4548	SILVER CREEK SUPPLY	0019080908-0	BUSHING	01/17/2025	7.62	.00	
4548	SILVER CREEK SUPPLY	001992029-00	PARTS	01/09/2025	97.00	.00	
Total 4548:					312.81	.00	
4720	SILVERSTAR	54639 0225	MONTHLY SERVICES 54639	02/01/2025	2,737.20	.00	
4720	SILVERSTAR	654791 0225	MONTHLY CHARGES 654791	02/01/2025	869.73	.00	
Total 4720:					3,606.93	.00	
5632	SNAKE RIVER MEP COMPLETE,	14895	REPLACE MOTOR	01/22/2025	2,192.83	.00	
Total 5632:					2,192.83	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334638390	ANIMAL CARE	01/27/2025	53.92	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334638395	ANIMAL CARE	01/27/2025	51.92	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334638792	ANIMAL CARE	02/03/2025	82.90	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334638984	ANIMAL CARE	02/06/2025	120.00	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334638985	ANIMAL CARE	02/06/2025	98.91	.00	
1505	SPRING CREEK ANIMAL HOSPI	5334638986	ANIMAL CARE	02/06/2025	82.23	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
Total 1505:					489.88	.00	
6838	SPSC POA - South Park Services	020125	LOT FEE	02/01/2025	303.82	.00	
Total 6838:					303.82	.00	
6871	STANDARD INSURANCE COMP	010325	JANUARY VOLUNTARY LIFE	01/03/2025	1,111.85	1,111.85	01/29/2025
6871	STANDARD INSURANCE COMP	010325	JANUARY VOLUNTARY POLICIE	01/03/2025	2,341.03	2,341.03	01/29/2025
6871	STANDARD INSURANCE COMP	010325	JANUARY LIFE, LTD AND STD I	01/03/2025	7,647.10	7,647.10	01/29/2025
Total 6871:					11,099.98	11,099.98	
7598	STERN, MICHAEL	020625	RELEASE BOND 375 W KELLY E	02/06/2025	5,000.00	5,000.00	02/06/2025
Total 7598:					5,000.00	5,000.00	
7088	STONE, KIRK	020525	MARCH RENT	02/05/2025	3,087.00	.00	
Total 7088:					3,087.00	.00	
7600	TCA INDUSTRIAL PARK ASSOCI	012925	GREGORY LANE EASEMENT	01/29/2025	900.00	.00	
Total 7600:					900.00	.00	
1443	TETON COUNTY CLERK	011725RADIO	JHPSRC RADIO BUDGET	01/17/2025	115,584.23	.00	
1443	TETON COUNTY CLERK	020525FE	FIRE EMS MONTHLY CONTRIB	02/05/2025	278,072.33	.00	
1443	TETON COUNTY CLERK	020525OPR	PARK AND REC MONTHLY CON	02/05/2025	243,267.50	.00	
1443	TETON COUNTY CLERK	020525PR	PARK AND REC MONTHLY CON	02/05/2025	243,267.50	.00	
Total 1443:					880,191.56	.00	
581	TETON COUNTY INTEGRATED	020325	3RD QUARTER BAG FEE	02/03/2025	32,192.20	.00	
581	TETON COUNTY INTEGRATED	642727	DUMP FEE	10/12/2023	16.00	.00	
Total 581:					32,208.20	.00	
2362	TETON COUNTY PUBLIC HEALT	25-1977	water testing	01/24/2025	200.00	.00	
Total 2362:					200.00	.00	
2327	TETON COUNTY SHERIFF-DISP	020525	OCT-DEC DISPATCH	02/05/2025	12,932.48	.00	
2327	TETON COUNTY SHERIFF-DISP	020525DP	JULY- SEPT DISPATCH	02/05/2025	17,224.03	.00	
Total 2327:					30,156.51	.00	
1614	TETON COUNTY-FUND 10	012925D	JANUARY 2025 DISPATCH	01/29/2025	82,662.89	.00	
1614	TETON COUNTY-FUND 10	012925P	TRANSPORTATION JANUARY F	01/29/2025	14,711.32	.00	
1614	TETON COUNTY-FUND 10	012925P	PLANNING JANUARY HOSTEST	01/29/2025	9,364.68	.00	
1614	TETON COUNTY-FUND 10	012925PATH	JANUARY 2025 PATHWAYS	01/29/2025	9,944.95	.00	
1614	TETON COUNTY-FUND 10	020525	MARCH RENT ADAMS CANYON	02/05/2025	4,024.00	.00	
Total 1614:					120,707.84	.00	
3027	TETON COUNTY-FUND 13	012925C	JANUARY 2025 CAPITAL	01/29/2025	348,657.92	.00	
Total 3027:					348,657.92	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
268	TETON MOTORS INC	5112213	REMANUFACTURED ENGINE	01/17/2025	1,289.40	.00	
268	TETON MOTORS INC	5112230	SENSOR	01/21/2025	249.52	.00	
Total 268:					1,538.92	.00	
3162	TETON TRASH REMOVAL, INC.	25 JAN 1475	145 HANSEN TRASH	02/01/2025	114.00	.00	
Total 3162:					114.00	.00	
3237	THE AFTERMARKET PARTS CO	83628678	SPRING	01/24/2025	96.88	.00	
Total 3237:					96.88	.00	
3955	THOMSON WEST	851120590	INFORMATION CHARGES	12/01/2024	604.60	.00	
3955	THOMSON WEST	851120590	INFORMATION CHARGES	12/01/2024	604.60	.00	
3955	THOMSON WEST	851416138	INFORMATION CHARGES	02/01/2025	604.60	.00	
3955	THOMSON WEST	851416138	INFORMATION CHARGES	02/01/2025	604.60	.00	
Total 3955:					2,418.40	.00	
6363	TMSC LLC	2025-005-01F	GENERAL MAINTENANC	02/04/2025	362.40	.00	
6363	TMSC LLC	2025-005-01F	GENERAL MAINTENANC	02/04/2025	182.40	.00	
6363	TMSC LLC	2025-005-01F	GENERAL MAINTENANC	02/04/2025	362.40	.00	
6363	TMSC LLC	2025-005-01S	SERVER ROOM	02/04/2025	7,200.00	.00	
6363	TMSC LLC	2025-005-01S	SNOW KING ICE RINK	02/04/2025	2,874.00	.00	
Total 6363:					10,981.20	.00	
7284	UCM DIGITAL HEALTH, INC	45602	JANUARY PREMIUM	01/01/2025	864.50	864.50	01/29/2025
Total 7284:					864.50	864.50	
4649	ULINE	188146891	SHELVING	01/21/2025	509.48	.00	
Total 4649:					509.48	.00	
777	UPPER CASE PRINTING INK	2588	PET LICENSES FLYER	01/07/2025	834.00	.00	
Total 777:					834.00	.00	
7361	US HOMES LLC	020525	MARCH RENT AND WATER SE	02/05/2025	2,285.00	.00	
Total 7361:					2,285.00	.00	
3420	VISA	Admin 2963 12	CHECKR-PERSONNEL/TOWN C	12/24/2024	131.23	.00	
3420	VISA	Admin 2963 12	ELEANORS-PERSONNEL/TOWN	12/24/2024	212.40	.00	
3420	VISA	Admin 2963 12	PEARL STREET-PERSONNEL/T	12/24/2024	162.00	.00	
3420	VISA	Admin 2963 12	INDEED-START	12/24/2024	265.72	.00	
3420	VISA	Admin 2963 12	ERENTER-EMPLOYEE HOUSIN	12/24/2024	21.95	.00	
3420	VISA	Admin 2963 12	CHCKR-START	12/24/2024	270.26	.00	
3420	VISA	Admin 2963 12	INDEED-PERSONNEL/TOWN CL	12/24/2024	108.69	.00	
3420	VISA	Admin 2963 12	ETSY-MAYOR & TOWN COUNCI	12/24/2024	29.39	.00	
3420	VISA	Admin 2963 12	AIRBNB-MAYOR & TOWN COUN	12/24/2024	650.07	.00	
3420	VISA	Admin 2963 12	THE WORT-TOWN-WIDE SERVI	12/24/2024	4,256.99	.00	
3420	VISA	Admin 2963 12	ERENTER-EMPLOYEE HOUSIN	12/24/2024	21.95	.00	
3420	VISA	Admin 2963 12	AIRBNB-MAYOR & TOWN COUN	12/24/2024	814.35	.00	
3420	VISA	Admin 2963 12	RINGHOLZ-PERSONNEL/TOWN	12/24/2024	15.90	.00	
3420	VISA	Admin 6864 12	PLANETIZEN -ADMINISTRATION	12/24/2024	37.49	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
3420 VISA		Animal 2344 12	PETS PLACE PLUS-ANIMAL SH	12/24/2024	140.76	.00	
3420 VISA		Animal 2344 12	TETON TRAILS-ANIMAL SHELTE	12/24/2024	1.72	.00	
3420 VISA		Animal 2344 12	JACKSON ANIMAL HOSPITAL-A	12/24/2024	682.70	.00	
3420 VISA		Animal 2344 12	SMITHS-ANIMAL SHELTER/CON	12/24/2024	60.94	.00	
3420 VISA		Animal 2344 12	TETON TRAILS-ANIMAL SHELTE	12/24/2024	19.49	.00	
3420 VISA		CD 1016 12/24	CASPER STAR TRIBUNE-COMM	12/24/2024	16.99	.00	
3420 VISA		CD 1016 12/24	JACKSON HOLE NEWS AND GU	12/24/2024	99.00	.00	
3420 VISA		Finance 5412 1	SNAKE RIVER ROASTING-TOW	12/24/2024	120.00	.00	
3420 VISA		IT 6908 12/24/2	WIRED-INFORMATION TECHNO	12/24/2024	79.99	.00	
3420 VISA		PW 4142 12/24	ELEANORS-STREET	12/24/2024	100.00	.00	
3420 VISA		PW 4142 12/24	AMAZON-FLEET SHOP	12/24/2024	249.99	.00	
3420 VISA		PW 4142 12/24	CWI-PUBLIC WORKS ADMIN	12/24/2024	1,295.00	.00	
3420 VISA		PW 4142 12/24	ASCE-STREET	12/24/2024	296.00	.00	
3420 VISA		PW 4142 12/24	CEU PLAN-WATER DEPARTME	12/24/2024	202.40	.00	
3420 VISA		PW 4142 12/24	AMAZON-FLEET SHOP	12/24/2024	36.28	.00	
3420 VISA		PW 4704 12/24	MASTERCLASS-TOWN ENGINE	12/24/2024	144.00	.00	
3420 VISA		PW 4704 12/24	LORMAN-TOWN ENGINEER	12/24/2024	454.35	.00	
3420 VISA		PW 4704 12/24	AMAZON-PUBLIC WORKS ADMI	12/24/2024	294.78	.00	
3420 VISA		PW 4704 12/24	CWI LUMENS-STREET	12/24/2024	1,295.00	.00	
3420 VISA		PW 4704 12/24	ELECTRICAL WHOLESALE-WAT	12/24/2024	241.80	.00	
3420 VISA		PW 4704 12/24	CANVA-PUBLIC WORKS	12/24/2024	15.00	.00	
3420 VISA		PW 4704 12/24	ISI ENVISION-PUBLIC WORKS A	12/24/2024	50.00	.00	
3420 VISA		PW 4704 12/24	ELECTRICAL WHOLESALE-WAT	12/24/2024	208.93	.00	
3420 VISA		PW 4704 12/24	AMAZON-TOWN HALL BUILDIN	12/24/2024	7.95	.00	
3420 VISA		PW 4704 12/24	GRAINGER-STREET	12/24/2024	69.01	.00	
3420 VISA		PW 4704 12/24	SIMONSEZIT-TOWN ENGINEER	12/24/2024	120.00	.00	
3420 VISA		PW 4704 12/24	AMAZON-PUBLIC WORKS	12/24/2024	326.50	.00	
3420 VISA		Victim 9126 12/	COCA COLA-VICTIM SERVICES	12/24/2024	27.00	.00	
3420 VISA		Victim 9126 12/	DELTA-VICTIM SERVICES	12/24/2024	551.96	.00	
3420 VISA		Victim 9126 12/	TARGET-VICTIM SERVICES	12/24/2024	49.99	.00	
3420 VISA		Victim 9126 12/	STAPLES-VICTIM SERVICES	12/24/2024	128.13	.00	
3420 VISA		Victim 9126 12/	EVAWI-VICTIM SERVICES	12/24/2024	645.00	.00	
Total 3420:					15,029.05	.00	
5022 VISION SERVICE PLAN - (WY)		821867067	JANUARY PREMIUM	12/17/2024	1,925.65	1,925.65	01/29/2025
Total 5022:					1,925.65	1,925.65	
2247 WATKINS, MARK		011625	TRAVEL EXPENSES	01/16/2025	72.05	.00	
Total 2247:					72.05	.00	
244 WATTS STEAM STORE ROCKY		7298854	SERVICE CALL	02/03/2025	440.60	.00	
Total 244:					440.60	.00	
7550 WBC PROPERTIES		020525	MARCH RENT	02/05/2025	2,150.00	.00	
Total 7550:					2,150.00	.00	
7594 WEST, DILLON		013025	BAIL REFUND CASE 24-12-0673	01/30/2025	740.00	740.00	01/30/2025
Total 7594:					740.00	740.00	
1640 WESTERN STATE		IN003061752	PLATE	01/17/2025	479.91	.00	
1640 WESTERN STATE		IN003074413	CUTTING EDGES AND BOLTS	01/30/2025	2,110.80	.00	
1640 WESTERN STATE		IN003075320	FILTER	01/30/2025	62.26	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
1640	WESTERN STATE	IN003075330	HOSE	01/30/2025	341.90	.00	
Total 1640:					2,994.87	.00	
2802	WESTWOOD CURTIS	020625	release bond 370 n glenwood e23	02/06/2025	5,000.00	5,000.00	02/06/2025
Total 2802:					5,000.00	5,000.00	
472	WHITE GLOVE CLEANING, INC.	2163B	CORE SERVICES	01/31/2025	400.00	.00	
472	WHITE GLOVE CLEANING, INC.	2188B	SNOW KING HOUSING	01/31/2025	400.00	.00	
472	WHITE GLOVE CLEANING, INC.	2190B	PUBLIC WORKS	01/31/2025	800.00	.00	
472	WHITE GLOVE CLEANING, INC.	2192B	BUNK HOUSE	01/31/2025	125.00	.00	
Total 472:					1,725.00	.00	
6117	WILSON, JOHN	020525	MARCH RENT	02/05/2025	2,200.00	.00	
Total 6117:					2,200.00	.00	
2849	WINTER EQUIPMENT COMPAN	IV62134	SNOW PLOW EQUIPMENT	01/17/2025	2,915.56	.00	
Total 2849:					2,915.56	.00	
5489	WRENCH IT PLUMBING & HEATI	12626	HOME RANCH RESTROOMS	01/18/2025	499.36	.00	
Total 5489:					499.36	.00	
4493	WRIGHT, JASON	020625	MONTHLY IT HARWARE	02/06/2025	77.83	.00	
Total 4493:					77.83	.00	
4139	WY WORKERS' SAFETY & COM	013025	FEBRUARY PREMIUM	01/30/2025	25,895.70	25,895.70	01/29/2025
Total 4139:					25,895.70	25,895.70	
406	WYOMING LAW ENFORCEMEN	020525	OFFICER EDUCATION TRAININ	02/05/2025	125.00	.00	
Total 406:					125.00	.00	
329	WYOMING RETIREMENT SYST	3120042166	JANUARY CONTRIBUTIONS	01/31/2025	193,129.91	193,129.91	01/29/2025
Total 329:					193,129.91	193,129.91	
7601	WYOMING WEST INVESTMENT	012925	GREGORY LANE EASEMENT	01/29/2025	4,000.00	.00	
Total 7601:					4,000.00	.00	
1764	WYOMING.COM INC	2252658	DOMAIN HOSTING	01/06/2025	5.00	.00	
1764	WYOMING.COM INC	2258178	DOMAIN HOSTING	02/05/2025	5.00	.00	
Total 1764:					10.00	.00	
2842	YELLOW IRON EXCAVATION, LL	250130054387	940 SIMON	01/31/2025	70.00	.00	
2842	YELLOW IRON EXCAVATION, LL	250130054640	455 VINE	01/31/2025	212.00	.00	
2842	YELLOW IRON EXCAVATION, LL	250130054890	155 E PEARL	01/31/2025	152.00	.00	
2842	YELLOW IRON EXCAVATION, LL	250130054900	SNOW KING HOUSING	01/31/2025	765.00	.00	
2842	YELLOW IRON EXCAVATION, LL	250130054921	WWTP	01/31/2025	560.00	.00	
2842	YELLOW IRON EXCAVATION, LL	250130054962	55 KARNS	01/31/2025	240.00	.00	

Vendor	Vendor Name	Invoice Number	Description	Invoice Date	Net Invoice Amount	Amount Paid	Date Paid
2842	YELLOW IRON EXCAVATION, LL	250130054981	150 E PEARL	01/31/2025	240.00	.00	
2842	YELLOW IRON EXCAVATION, LL	250130055003	ANIMAL SHELTER	01/31/2025	240.00	.00	
2842	YELLOW IRON EXCAVATION, LL	250130055015	675 W SNOW KING	01/31/2025	430.00	.00	
Total 2842:					2,909.00	.00	
7585	ZORO TOOLS, INC.	INV15638468	PACKOUT	01/27/2025	660.87	.00	
Total 7585:					660.87	.00	
Grand Totals:					2,816,840.12	331,154.08	

Dated: _____

Mayor: _____

City Council: _____

City Recorder: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

**TOWN OF JACKSON
MUNICIPAL COURT
MONTHLY FINANCE REPORT FOR JANUARY 2025**

During the month of January, the Court received \$62,830 in fines, costs, and fees.
772 Cases were closed. 125 (113 parking violations) of those cases were dismissed.
837 new Cases were filed: 758 Parking Violations, 79 Traffic/Ordinance summons.

The abbreviations used below are: BF= Bond Forfeiture (includes \$10.00 court cost and fees), GP=Guilty Plea and Fine, NC= No Contest Plea and Fine, G=Found Guilty at Trial,
NG=Found Not Guilty at Trial,
R=Restitution, CS=Community Service, DP=Deferred Prosecution, D=Dismissed, D-TS= Dismissed with Traffic School,
DA=Deferred Adjudication

CASES CLOSED IN January (Parking not listed):

<u>CITATION</u>	<u>OFFENSE</u>	<u>DISPOSITION</u>	<u>\$</u>
186005564AC	Animals at Large	BF	100
186006721AC	Compulsory Auto Insurance	BF	100
186007035AC	Expired temporary permit/improper registration	BF	70
186007143AC	Expired temporary permit/improper registration	BF	25
186007094AC	Expired temporary permit/improper registration	BF	140
186007103AC	Expired temporary permit/improper registration	BF	140
186007158AC	Expired temporary permit/improper registration	BF	140
186007189AC	Expired temporary permit/improper registration	BF	140
186007190AC	Expired temporary permit/improper registration	BF	150
186006317AC	Failure to display valid license plate, tabs, permits	BF	90
186007191AC	Failure to Maintain Lane	BF	90
186006316AC	Failure to Obey Traffic Control Device	BF	140
186007012AC	Failure to Obey Traffic Control Device	BF	140
186007100AC	Failure to Obey Traffic Control Device	BF	140
186007102AC	Failure to Obey Traffic Control Device	BF	140
186007120AC	Failure to Obey Traffic Control Device	BF	140
186007142AC	Failure to Obey Traffic Control Device	BF	140
186007188AC	Failure to Obey Traffic Control Device	BF	140
186007204AC	Failure to Obey Traffic Control Device	BF	140
186006982AC	Failure to stop at a red light	BF	140
186006996AC	Failure to stop at a red light	BF	140
186007044AC	Failure to stop at a red light	BF	140
186007048AC	Failure to stop at a red light	BF	140
186005991AC	Failure to yield ROW	BF	90
186007109AC	Failure to yield ROW	BF	90
186005395AC	Failure to yield ROW approaching intersections	BF	90
186007112AC	Failure to yield ROW approaching intersections	BF	90
186006937AC	Following too Close	BF	90
186007042AC	Following too Close	BF	90
186007137AC	Following too Close	BF	90
186007179AC	Following too Close	BF	90
186006984AC	Improper Display of Tabs-registration	BF	90
186007092AC	Improper Display of Tabs-registration	BF	90
186006941AC	Obedience to traffic control devices	BF	150
186006024AC	Open Container	BF	150
186006463AC	Open Container	BF	150
186007033AC	Operator's Permit Required	BF	250
186007090AC	Proceed with caution on flashing yellow signal	BF	90
186006950AC	Proceed with caution on flashing yellow signal	BF	90
185013291AA	Public intoxication	BF	175
186005994AC	Public intoxication	BF	175
186006442AC	Public intoxication	BF	135
186006467AC	Public intoxication	BF	175
186006498AC	Public intoxication	BF	135
186006872AC	Public intoxication	BF	175
186006916AC	Public intoxication	BF	175
186006990AC	Public intoxication	BF	175
186007236AC	Public intoxication	BF	175
186006963AC	Public Urination	BF	120
186006922AC	Required to stop on flashing red signal	BF	90
186006856AC	Speed too fast for conditions	BF	240
186007083AC	Speed too fast for conditions	BF	240
186007111AC	Speeding 38/25	BF	125
186006939AC	Speeding 40/25	BF	135
186006727AC	Speeding 43/30	BF	125
186006795AC	Speeding 43/30	BF	125
186006985AC	Speeding 50/40	BF	105
186007175AC	Speeding in a school zone 30/20	BF	210
186006865AC	Speeding in a school zone 32/20	BF	295
186007178AC	Speeding urban - 45/30 mph zone	BF	195
186007077AC	Speeding urban - 46/30 mph zone	BF	202
186007107AC	Speeding urban - 46/30 mph zone	BF	202
186007220AC	Speeding urban - 46/30 mph zone	BF	202
186007128AC	Speeding urban - 47/30 mph zone	BF	209
186006462AC	Stop Sign Violation	BF	140

186006938AC	Stop Sign Violation	BF	140
186007129AC	Stop Sign Violation	BF	140
186007205AC	Stop Sign Violation	BF	140
186007206AC	Stop Sign Violation	BF	140
186007230AC	Stop Sign Violation	BF	140
186007241AC	Stop Sign Violation	BF	140
186006737AC	Valid license plate/temp permit required	BF	70
186006891AC	Criminal trespass	D- Per Town Prosecutor's Motion	0
186006548AC	Expired temporary permit/improper registration	D- Per Town Prosecutor's Motion	0
186007221AC	Expired temporary permit/improper registration	D- Per Town Prosecutor's Motion	0
186006679AC	Expired temporary permit/improper registration	D- Per Town Prosecutor's Motion	0
186006929AC	False record of a crime	D- Per Town Prosecutor's Motion	0
186007176AC	Improper Display of Tabs-registration	D- Per Town Prosecutor's Motion	0
186007162AC	Operating Under Suspended or revoked license	D- Per Town Prosecutor's Motion	0
186007084AC	Refuse, Trash, and Littering	D- Per Town Prosecutor's Motion	0
186006667AC	Speeding 41/30	D- Per Town Prosecutor's Motion	0
186005624AC	Speeding 52/35	D- Per Town Prosecutor's Motion	0
186007144AC	Compulsory Auto Insurance	D- Provided Valid Information	0
186005210AC	1st off win 10 years-Drive/control veh under infl alcohol concentration 0.08% or more	DA- In Accordance with WS 7-13-301 Deferred Adjudication	760
186007105AC	Possession/consumption of alcohol- minors (18-20)	NC	250

STAFF REPORT



Meeting Date:	February 18, 2025	Meeting Title:	Town Council Regular – Consent
Submitting Department:	Public Works	Presenter:	Brian Lenz, Town Engineer
Agenda Item:	2025 Chip Seal Contract Award, ToJ Bid 25-08	Public Comment:	Yes

Purpose & Policy Considerations.

Council consideration of approval of award of contract for the 2025 Chip Seal Project (TOJ Project 25-08).

Requested Action.

Staff requests Council award the contract.

Recommendations.

Staff recommends that Town Council award the contract for 2025 Chip Seal to Evans Construction Company.

Background.

In an effort to reduce future street maintenance demands and reduce potholes, the Public Works department began a chip seal program in 2013. To extend the life of a roadway and reduce the amount of patching required, chip sealing is typically used on roadways that have been in place for approximately 5 to 7 years. The top coating of the roadway surface significantly reduces the degradation of the roadway surface and provides a sealing element that restricts water infiltration into the road's base course which in turn reduces the potential for the formation of potholes.

The Town has received public comment in the past related to chip sealing not being compatible with some forms of multimodal transportation, particularly impacting use by skateboards, roller blades and the like. Other commenters have expressed concern for chips exacerbating injury if a kid on a bike falls onto a newly chip sealed street surface. Following the first year of use and snow plowing the rough texture mellows and eventually is no longer discernable.

Studies show that the implementation of a chip seal program can extend the service life of a roadway up to and possibly exceeding a 40-year lifespan as compared to a standard 20-year lifespan of a non-treated roadway. Chip sealing costs have increased from approximately \$0.70/SF to \$1.09/SF, whereas patching of a roadway costs nearly \$15.00/SF and an overlay about \$5.00/SF. Over time, it is the Public Works Department's goal to complete sealing of all Town streets once every seven years. The long-term cost savings should be significant for the Town should this program continue.

The chip seal project shall be completed with the application of 3/8" chips on tack coated roadway surface. Once the chips are applied, they will be compacted with a heavy wheel roller. Once the chips have been applied and rolled, they will remain in place on the roadway to be further compacted by normal traffic for several days. Road markings covered by the application will be re-painted. Town crews will then use street sweepers to clean loose chips from the surface of the roadway.

The roadways to be complete this year have not been determined.

The project should take approximately five days to place the chips and re-mark roadways, and five days to allow vehicle traffic to further compact the chips before the Town crews use sweepers to clean up the loose chips.

The project is scheduled to be completed by August 29, 2025. The project was advertised in the JH News & Guide Weekly for two weeks beginning January 22, 2025.

Analysis & Key Policy Questions.

This year's target quantity and basis of the bid request was 250,000 square feet of chip seal throughout town. The Town received one construction bid for the project on February 6, 2025.

1) **Evans Construction Company of Jackson, WY**

Bid Total: \$ 272,500.00

Evans Construction Company is the only local contractor that does this type of work, and typically the only bid we receive. In past years we have seen interest from some regional companies but to date **Evans Construction Company** has performed all of the Town's chip seal contracts.

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

Possible Alternatives.

- Approve the budget amendment and award the contract.
- Council may deny the 2025 Chip Seal Project and not award the contract.
- Continue the item until July for award after the FY 2026 budget is approved.

Comprehensive Plan & Priority Alignment.

This project supports the Town Comprehensive Plan under Quality of Life: Common Value 3.

- Principle 8.2 – Coordinate the provision of infrastructure and facilities needed for service delivery.
 - Policy 8.2.b: Design critical infrastructure and facilities for the peak effective population
- Strategy 8.2.S.1: Coordinate the creation and maintenance of communitywide Major Capital Project List for all services listed in Principle 8.1.

Fiscal Impact.

The project will be funded out of the FY26 Annual Streets Reconstruction fund after the budget is adopted. In the event Annual Street Reconstruction is not funded in FY26, the Town can voluntarily terminate the contract and is not obligated to complete that work.

Staff Impact.

Some coordination between the Contractor, PW Street and Engineering staff will be necessary. It is estimated that 5-10 hours of PW staff time shall be required the month prior to construction and 15-20 hours per week during the week of construction. Additionally, PW staff will spend 8-16 hours sweeping excess chips from the roadways.

Attachments or Links.

None.

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

I move to approve the award of the 2025 Chip Seal Project to **Evans Construction Company**, of Jackson, Wyoming in the amount of **\$272,500.00**, and authorize the Mayor to execute the contract subject to final approval of the Town Attorney and Town Engineer.

STAFF REPORT



Meeting Date:	February 18, 2025	Meeting Title:	Town Council Regular – Consent
Submitting Department:	Public Works	Presenter:	Brian Lenz, Town Engineer
Agenda Item:	2025 Spring and Fall Patching and Overlay Contract Award, ToJ Project 25-06	Public Comment:	Yes

Purpose & Policy Considerations.

Council consideration of awarding the construction contract for the 2025 Spring and Fall Patching and Overlay Project (TOJ Project 25-06).

Requested Action.

Staff requests Council award the contract.

Recommendations.

Staff recommends that Town Council award the 2025 Spring and Fall Patching and Overlay contract in full to **Cook Grading and Paving, LLC**.

Background.

The Spring and Fall patching programs have been in place for many years in an effort to address spot locations within the Town of Jackson's road network that are deteriorating. Spring and Fall patching locations are throughout Town and determined early in the spring after the snow and ice have melted and in August after the summer traffic season, respectively. In the spring, this year's project will also include milling and overlaying South Willow St. from Simpson to Snow King Ave. including the replacement of five concrete valley pans, and Scott Lane from Broadway to Smith Lane. In the fall, the work will include paving the alleys west of Redmond and north of Kelly and Hall. The spring patching, overlay and valley pan replacement work is required to be performed between April 15 and May 23, 2025. The fall patching and alley paving work is expected to be completed prior to October 15, 2025.

Spring and fall patching projects have been contracted separately in previous years. This contract includes both patching seasons in a single contract to allow additional coordination of resources by the responsive bidders.

The project was advertised in the JH News & Guide Weekly for two weeks beginning January 15, 2025.

Analysis & Key Policy Questions.

This year's target quantity and basis of the bid request was 50,000 square feet of patching throughout town, 85,000 square feet of overlay paving, 20,000 square feet of alley paving, and replacement of five concrete valley pans on South Willow St. The Town received construction bids for the project on February 6, 2025. A total of 3 bids were received.

- | | |
|--|------------------------------|
| 1. <u>Cook Grading and Paving, LLC from Idaho Falls, ID</u> | <u>\$1,017,900.00</u> |
| 2. <u>Avail Valley Construction – from Afton, WY</u> | <u>\$1,288,600.00</u> |
| 3. <u>Evans Construction Company – from Jackson, WY</u> | <u>\$1,394,000.00</u> |

Cook Grading and Paving, LLC was found to be the lowest responsive bidder.

- Key Question: Does Council agree with Staff's recommendation to award the 2025 Spring and Fall Patching and Overlay contract in full to **Cook Grading and Paving, LLC**?

If this project is not approved it would create a backlog of roadway maintenance projects and possibly exacerbate the current issues (e.g. potholes, cracking, “alligatoring”, unraveling) intended to be addressed through this project, thereby increasing the future funding necessary to put the Town’s streets back into a state of good repair.

Possible Alternatives.

1. Award only the Spring or Fall portion of the contract.
2. Direct Staff to rebid the project as revised by Council.
3. Place the 2025 Spring and Fall Patching and Overlay Project on hold by denying the contract.

Comprehensive Plan & Priority Alignment.

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

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

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

Fiscal Impact.

The spring portion of the project will be completed in FY25 and is funded with the FY 2025 Annual Street Reconstruction. The fall work will be completed in FY26 and will be funded with the FY 2026 Annual Street Reconstruction funds. In the event Annual Street Reconstruction is not funded in FY26, the Town can voluntarily terminate the contract and is not obligated to complete that work.

Staff Impact.

6-10 hours staff time contract preparation, bidding, and staff reports. Some coordination between the Contractor, PW Street and Engineering staff will be necessary. It is estimated that 4-8 hours/week of PW staff time shall be required the month prior to construction and 10-20 hours per week during two to three weeks of construction.

Attachments or Links.

None.

Suggested Motion.

I move to approve the award of the 2025 Spring and Fall Patching and Overlay Project to **Cook Grading and Paving, LLC** of **Idaho** in the amount of **\$1,017,900.00** and authorize the Mayor to execute the contract subject to approval by the Town Attorney and Town Engineer.

STAFF REPORT



Meeting Date:	February 18, 2025	Meeting Title:	Regular - Consent
Submitting Department:	Pathways	Presenter:	Brian Schilling
Agenda Item:	FY20 TAP Final Acceptance Certificate	Public Comment	Yes

Purpose & Policy Considerations.

The purpose of this item is to approve the Final Acceptance Certificate for FY20 Transportation Alternatives Program (TAP) project for the Scott Lane/Maple Way Bicycle/Pedestrian/ADA Improvements civil design.

Requested Action.

Approve the Final Acceptance Certificate.

Recommendations.

Staff recommends approval of the Final Acceptance Certificate.

Background.

The Town of Jackson approved a Cooperative Agreement with the Wyoming Department of Transportation (WYDOT) for TAP Project CD20305 in February 2020. The Project provides Transportation Alternative Program funds to design Bicycle/Pedestrian/ADA improvements on Scott Lane, Maple Way, and Snow King Ave. Civil design work was completed and approved by WYDOT in late 2024. In order to close out the grant, the Town must submit the completed Final Acceptance Certificate to WYDOT. The form is used both for design-only projects as well as construction projects funded through the TAP program, so there is language referencing maintenance, construction, and a 40-day advertisement period that is not applicable to design-only projects such as this one.

Prior discussion on the project, grant, and detailed design work is covered in the staff reports listed below:

- July 1, 2019 – Approval of the initial TAP Grant Application for the Scott Lane/Maple Way project design
 - Staff Report: <https://jacksonwy.portal.civicclerk.com/event/212/files/attachment/1564>
- February 18, 2020 – Approval of the TAP Grant Agreement with WYDOT
 - Staff Report: <https://jacksonwy.portal.civicclerk.com/event/416/files/attachment/1965>
- March 7, 2022 – Approval of the Concept Design for the Scott Lane/Maple Way improvements
 - Staff Report: <https://jacksonwy.portal.civicclerk.com/event/1634/files/attachment/3840>
- November 21, 2022 – Approval of the TAP Grant Agreement Amendment (extension)
 - Staff Report: <https://jacksonwy.portal.civicclerk.com/event/1654/files/attachment/4490>
- January 17, 2023 – Approval of the Simon Lane realignment and Scott/Snow King protected intersection design
 - Staff Report: <https://jacksonwy.portal.civicclerk.com/event/1730/files/attachment/4591>

For a description of the project design and public outreach processes, staff recommends reviewing the staff reports from the March 7, 2022, and January 17, 2023, meetings. In summary, the project design includes improved sidewalks, ADA facilities, and protected bike lanes along Snow King Avenue, Scott Lane, and Maple Way, as well as a realigned Simon Lane with a protected intersection at the Scott Lane/Snow King Ave./Simon Lane intersection.

The next steps in the project development will be to coordinate utility improvements in the corridor with the surface improvements and to program the construction work in the Town CIP.

The TAP program has a requirement for planning awards to complete construction of the project within 10 years of the initial funding award, meaning the project must be constructed by spring 2030.

Analysis.

It is in the Town's interest to approve the Final Acceptance Certificate in order to close out the grant agreement and be eligible for future TAP funding grants.

Possible Alternatives.

Council may opt to not approve the Final Acceptance Certificate. This would keep the grant open, which would require additional reporting and work by staff and would reduce the opportunity for future TAP grants to the Town.

Comprehensive Plan & Priority Alignment.

The project is specifically mentioned as a high priority project in the Comp Plan, and aligns with numerous Comp Plan policies and goals, including:

- Policy 7.1.c: Increase the capacity for use of alternative transportation modes
- Policy 7.1.d: Discourage use of single occupancy motor vehicles (SOV)
- Policy 7.1.e: Coordinate transportation network decisions
- Policy 7.2.a: Create a transportation network based on "complete streets" and "context sensitive" solutions
- Policy 7.2.d: Complete key Transportation Network Projects to improve connectivity
 - Upgrade Snow King – Maple Way

The project area is also included in the Integrated Transportation Plan and the Pathways Master Plan.

Fiscal Impact.

There is no fiscal impact resulting from this item.

Staff Impact.

Staff impact is minimal if approved—approximately 0.5 hours of time for the Pathways Coordinator and minimal time for the Town Clerk to coordinate signing of the document.

Attachments or Links.

1. Final Acceptance Certificate
2. Design Completion Concurrence from WYDOT
3. Plan Set December 2024 - Scott Lane/Maple Way Bike/Ped/ADA Improvements Project

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

I move to approve the Final Acceptance Certificate for the Transportation Alternatives Program Project CD20305 for the Scott Lane/Maple Way Bike/Ped/ADA Improvements Project.

Final Acceptance Certificate

Project Information

Project Number:	CD20305	Project Sponsor:	Town of Jackson
Project Name:	Scott Lane/Maple Way Bike/Ped/ADA Improvements	Contact Name:	Brian Schilling
Project Amount:	\$100,000.00	Telephone number:	307-732-8573
Match:	20%	Email Address:	bschilling@jacksonwy.gov

Instructions

Local Public Agencies (LPAs) are required to submit a certification of project completion to WYDOT prior to reimbursement of the final 10% of project funds. To do so, the LPA must provide the following [attachment](#) and [information](#):

*****Failure to attach the required documents may result in a delay of project.*****

Required Attachments

**Proof of forty day advertisement for final settlement and project completion*

Please fill-in the sections highlighted in gray

The aforementioned project has been completed in accordance with the plans and specifications dated:

December 18, 2024 and agrees to accept full maintenance thereof, this
18th day of February 2025.

Chairman of governing body,
Signature

Attest Signature

The aforementioned project has been designed and constructed according to accepted engineering and architectural standards.

Signature

Nelson Engineering
Name of Architectural or Engineering Firm

WY PE# 8525
License Number (if applicable)

David Dufault
Printed Name

The aforementioned project is accepted as complete as certified above by the sponsoring entity and its professional consulting engineer and is hereby approved for final payment.

WYDOT

Once completed, email a copy of this signed document along with the supporting documentation to your WYDOT LGC Contact.

From: Samuel Desrosiers <samuel.desrosiers@wyo.gov>

Sent: Thursday, January 9, 2025 10:31 AM

To: Brian Schilling <BSchilling@jacksonwy.gov>

Cc: Cole Bostron <cole.bostron@wyo.gov>

Subject: CD20305 - Design Review 3

Brian,

Attached is the official correspondence from our design review team regarding project CD20305. The listed comments should be addressed, but it is the opinion of Design Review that these comments do not justify re-submittal of the design plans and we are issuing concurrence with your design. We in LGC will begin project closeout and start our end-of-project monitoring; I will let you know if there is any additional documentation that we may need from you.

Let me know if you have any questions.

Samuel Desrosiers

Local Programs Specialist

Local Government Coordination

Wyoming Department of Transportation

samuel.desrosiers@wyo.gov

(307) 777-4179



Mark Gordon
Governor

WYOMING Department of Transportation

"Provide a safe and effective transportation system"

5300 Bishop Boulevard, Cheyenne, Wyoming 82009-3340



Darin J. Westby, P.E.
Director

January 9, 2025

MEMORANDUM

TO: Samuel Desrosiers, Local Programs Specialist and Local Government Coordination

FROM: Jason Ban, E.I.T, Engineer II, Project Development

SUBJECT: TAP PS&E Plans Review; Nelson Engineering

PROJECT: CD20305
Town of Jackson
Scott Lane / Maple Way
Bike / Pedestrian / ADA Improvements Project
Project No. 20-259-01
Teton County

The third submittal of plans from Nelson Engineering for the above-mentioned project were received on December 19, 2024. This project is located in the Town of Jackson in Teton County, Wyoming. The purpose of this project is to improve bicycle, pedestrian, and ADA facilities, along with other miscellaneous items along the streets of Scott Lane/Maple Way, Simon Lane and Snow King Avenue.

The department's review considers the following sources and recommendations:

- A Policy On Geometric Design of Highways and Streets, 2018, 7th Edition
- Guide for the Development of Bicycle Facilities, 2012, 4th Edition

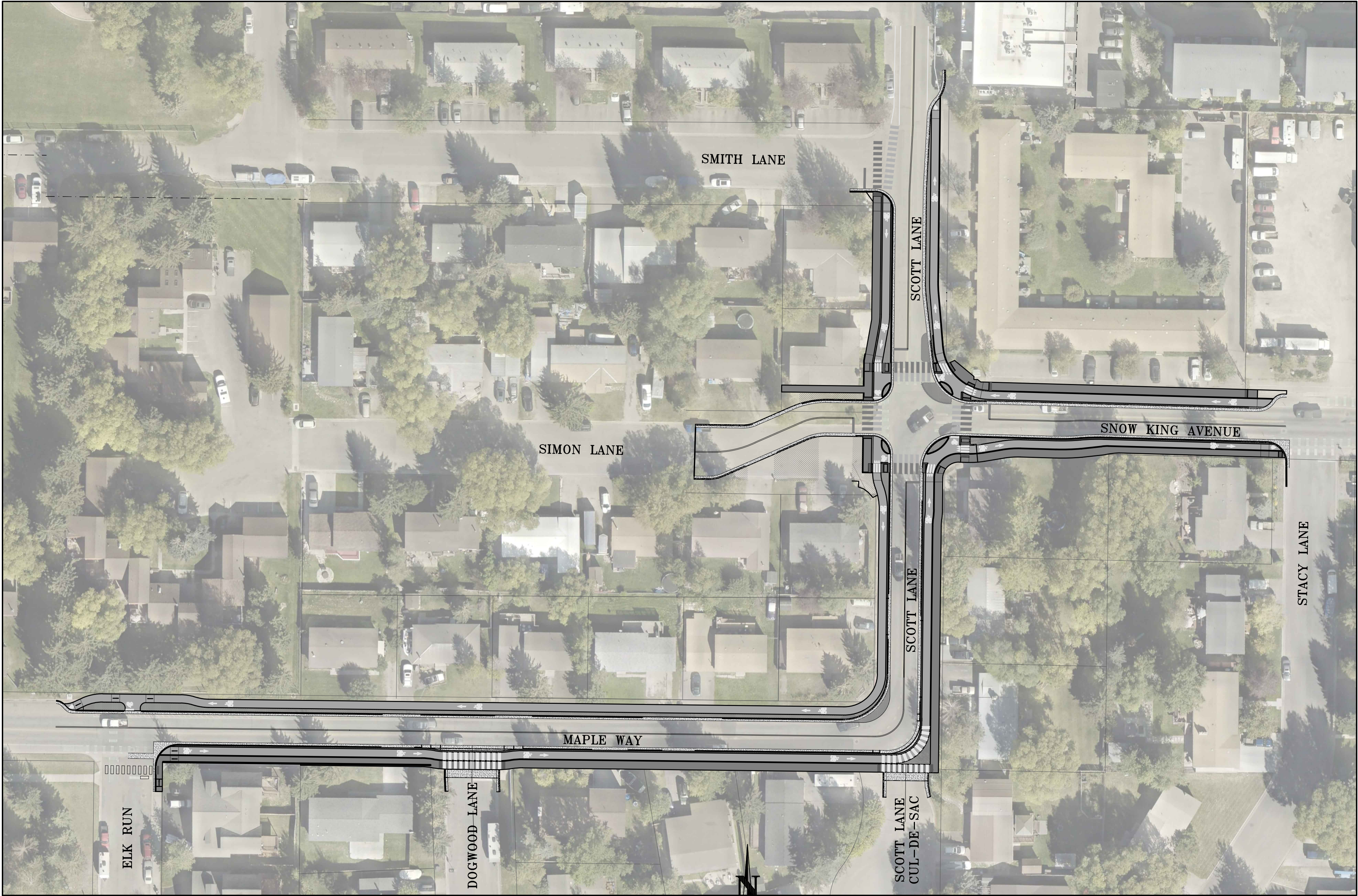
The following comments were generated from the review of their plans:

- Plans
 - Overall comments
 - Ensure work shown on drawing C3.0 and C4.4 match. Work along the South side of Elk Run appears in the first and not in the second drawing.
 - Review rotated street name labels which should match the orientation of the Title Block for ease of reading bound plans.
 - This occurs on drawings C3.3, C3.4, C3.5, C3.6, C4.2, C4.3 and C4.4.

This Department's review shall be understood to be a review of the character and sufficiency of the plans and not as a check of their accuracy or completeness. This review does not relieve the designer or the Contractor from responsibility for any errors, omissions, misrepresentations, or delays.

SCOTT LANE/MAPLE WAY
BIKE/PED/ADA IMPROVEMENTS PROJECT

PREPARED FOR
THE TOWN OF JACKSON, WYOMING

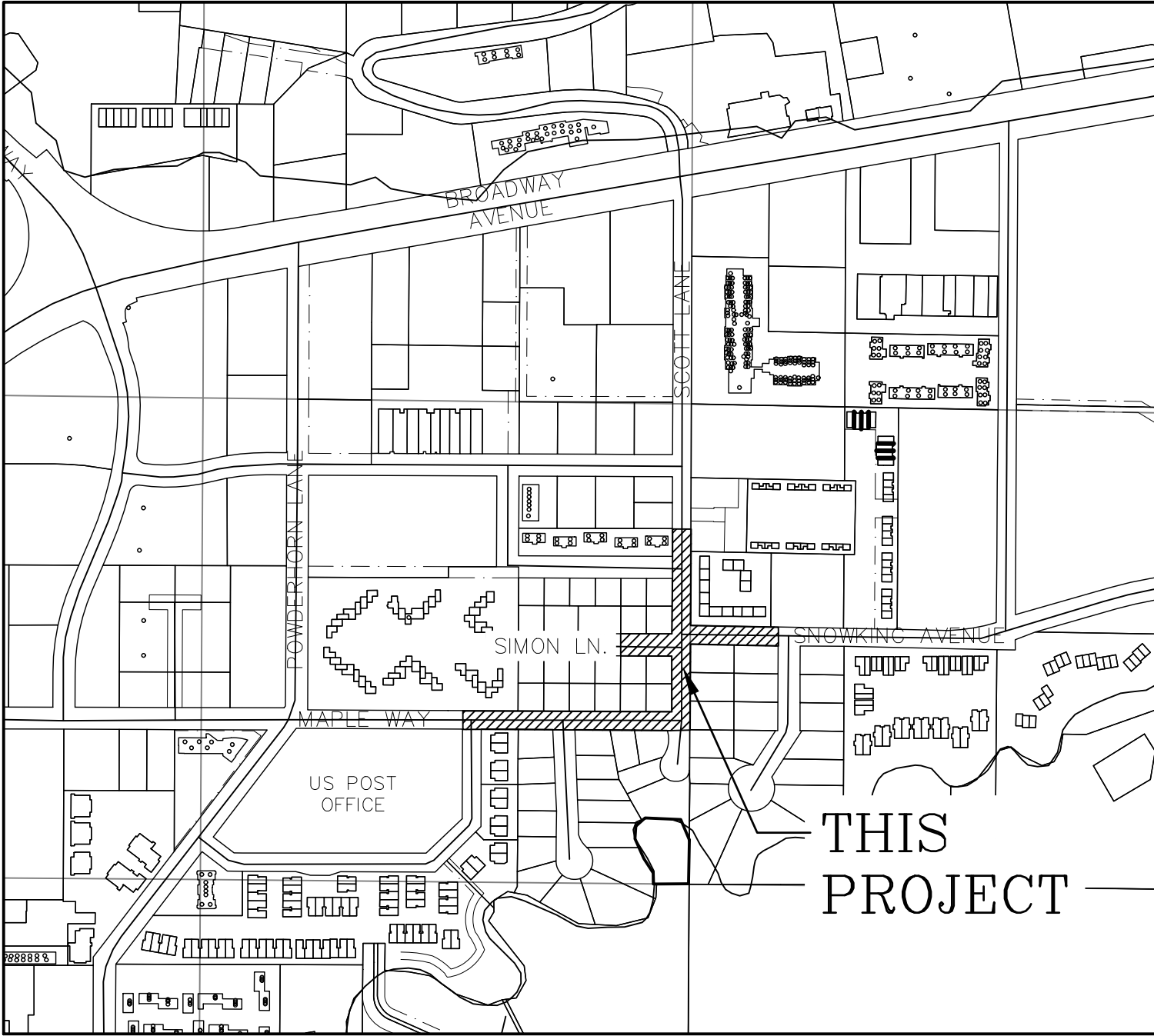


PROJECT AREA
JACKSON, WYOMING

- LEGEND
- = PROPERTY BOUNDARY
 - - - = EASEMENT
 - ▬ = BUILDING
 - = LIP OF CURB
 - - - = FLOWLINE GUTTER
 - = TOP BACK CURB
 - = EDGE OF WALK
 - X - X - = FENCE
 - W — = WATER MAIN
 - S — = SEWER MAIN
 - st — = STORM SEWER MAIN
 - OHE — = OVERHEAD POWER

- ⌈ = TELEPHONE PEDESTAL
- _{PP} = POWER POLE
- ⌈ = TV PEDESTAL
- = GUY WIRE
- ⌈ = TRANSFORMER
- ⌈ = FIRE HYDRANT
- _{CS} = SANITARY SEWER CLEANOUT
- ⊗ = SEWER MANHOLE
- ⊗ = WATER VALVE
- ⊗ = GAS VALVE
- ⊗ = STORM MANHOLE
- ⊗ = CATCH BASIN
- ⊗_{CS} = CURB STOP
- ⌈ = SIGN AS NOTED

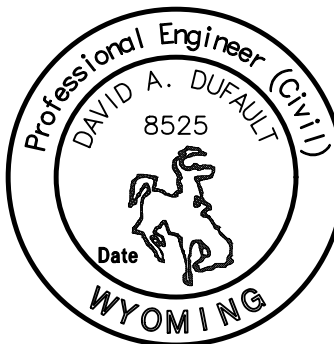
- = BOLLARD
- ⊙ = LIGHT POLE
- ⊙ = FOUND REBAR & CAP
- ⊙ = FOUND REBAR & CAP #578
- ⊙ = FOUND PIPE
- ⊙ = FOUND T-STAKE
- ⊙ = ASPEN TREE
- ⊙ = BUSH
- ⊙ = CONIFER TREE
- ⊙ = DECIDUOUS TREE
- ▬ = EXISTING CROSS WALK
- ▬ = PROPOSED SIDEWALK
- ▬ = PROPOSED BIKE LANE
- ▬ = PROPOSED CROSSWALK
- ▬ = PROPOSED STRIPING



VICINITY MAP
SNOWKING MOUNTAIN RESORT
PART OF SECTIONS 32 & 33
T41N R116W
JACKSON, WYOMING

DRAWING INDEX

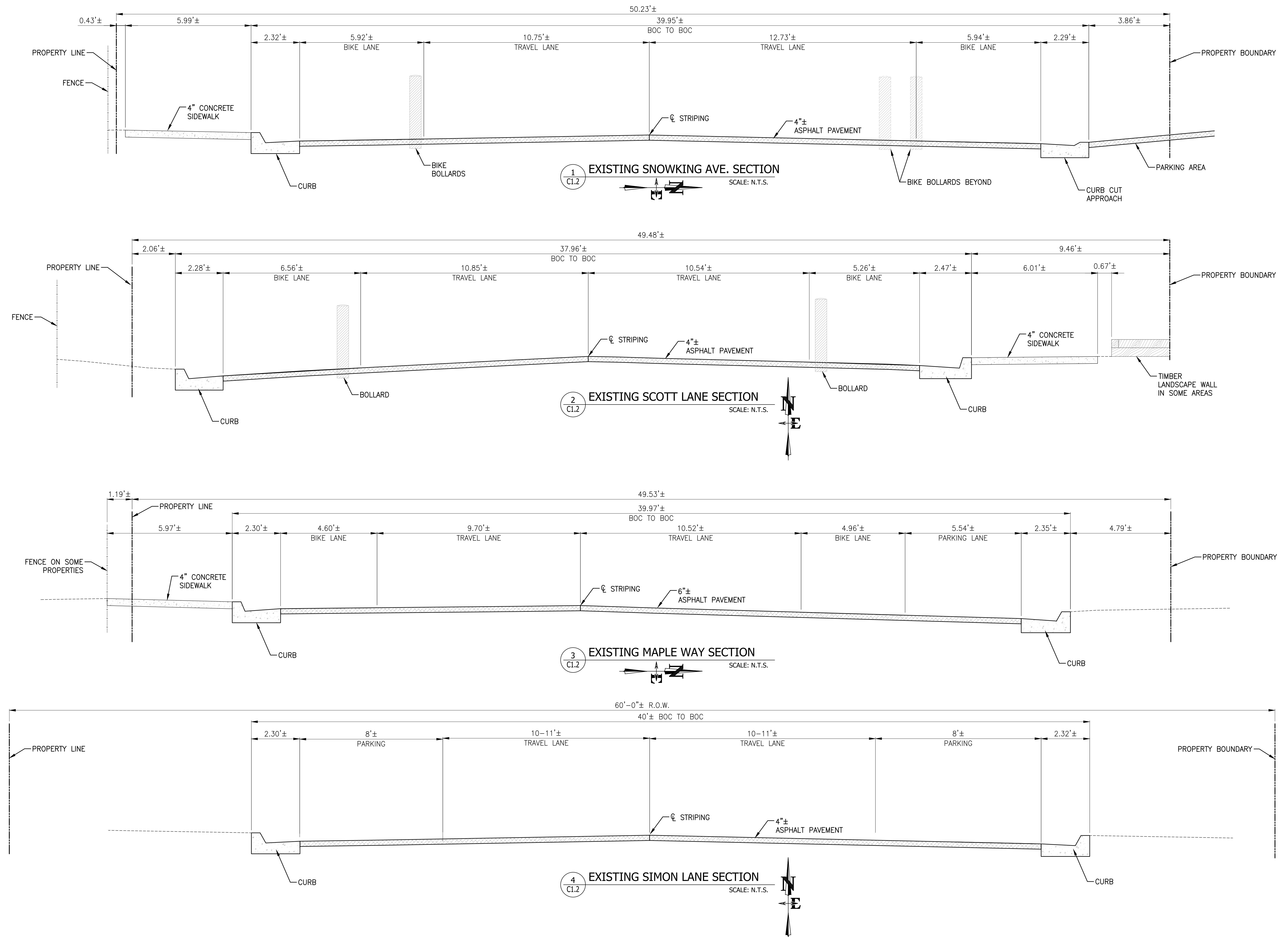
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C1.0	TITLE COVER
C1.1	EXISTING OVERVIEW
C1.2	EXISTING CROSS SECTIONS
C2.0	IMPROVEMENTS OVERVIEW
C2.1	CROSS SECTIONS – PROPOSED
PLAN AND PROFILES	
C3.0	MAPLE WAY P&P STA 0+00.00 – STA 2+60.00
C3.1	MAPLE WAY P&P STA 2+60.00 – STA 5+20.00
C3.2	MAPLE WAY P&P STA 5+20.00 – STA 6+60.00
C3.3	SCOTT LN P&P STA 0+00.00 – STA 2+80.00
C3.4	SCOTT LN P&P STA 2+80.00 – STA 5+59.00
C3.5	SIMON LANE P&P STA 0+00.00 – STA 1+58.47
C3.6	SNOW KING P&P STA 0+00.00 – STA 2+75.00
INTERSECTION DETAILS	
C4.0	MAPLE WAY & ELK RUN INTERSECTION
C4.1	MAPLE WAY & DOGWOOD LANE INTERSECTION
C4.2	SCOTT LANE–MAPLE WAY INTERSECTION
C4.3	SCOTT–SIMON–SNOW KING INTERSECTION
C4.4	SCOTT LANE–SMITH LANE INTERSECTION
DETAILS	
C5.0	TOJ STANDARD DETAILS
C5.1	TOJ STANDARD SIDEWALK DETAILS
C5.2	TOJ STANDARD STORM AND WATER DETAILS
C5.3	MARKING AND STRIPING DETAILS



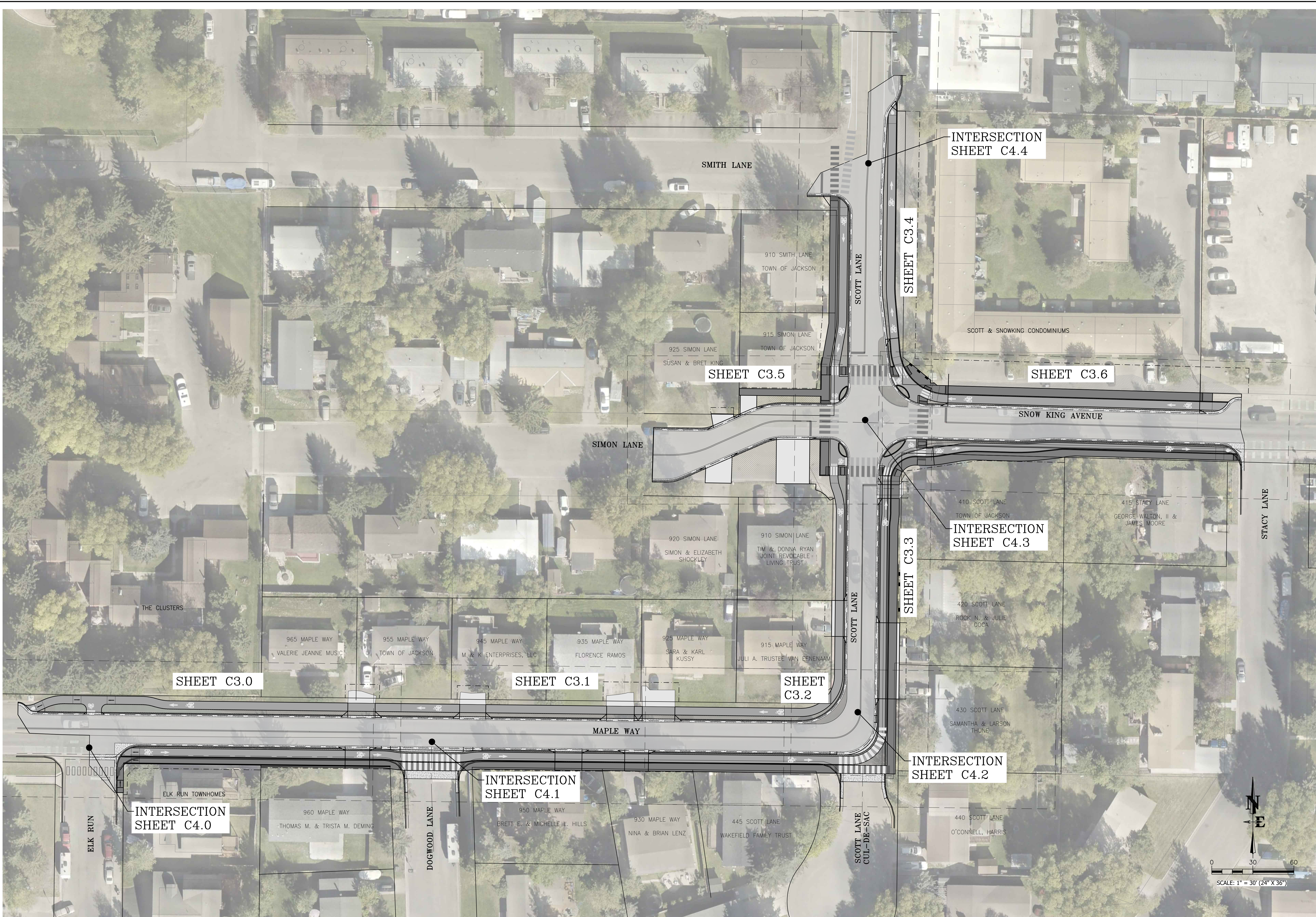
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		DRAWN	AR/LB		
		CHECKED	DD		
		APPROVED	DD		

NELSON ENGINEERING
P.O. BOX 1599, JACKSON WYOMING (307) 733-2087

DRAWING NO CI.1		JOB TITLE SCOTT LANE / MAPLE WAY	DRAWING TITLE EXISTING OVERVIEW	NELSON ENGINEERING P.O. BOX 1599, JACKSON WYOMING (307) 733-2087					REV.
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			APPROVED	DD					

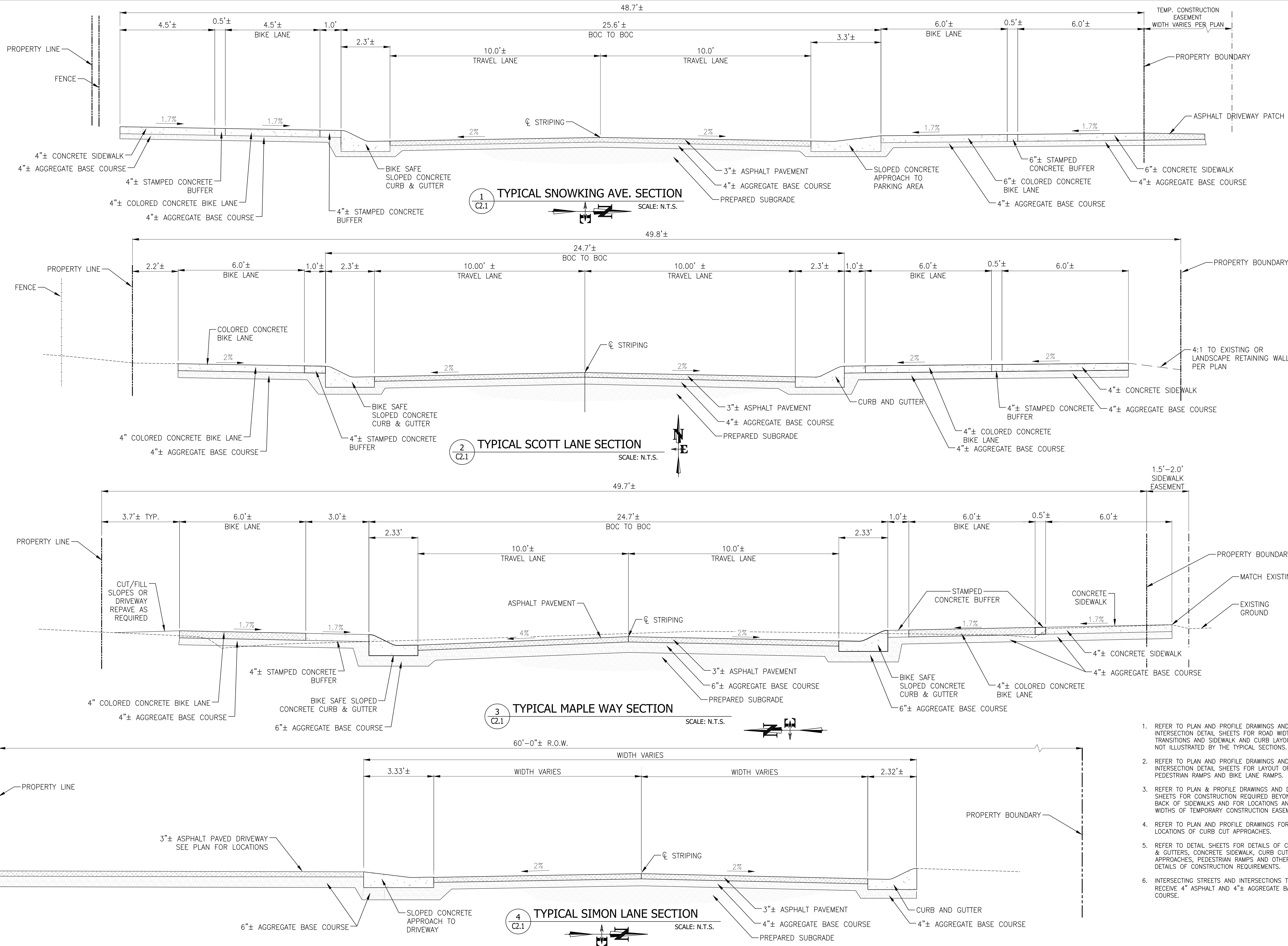


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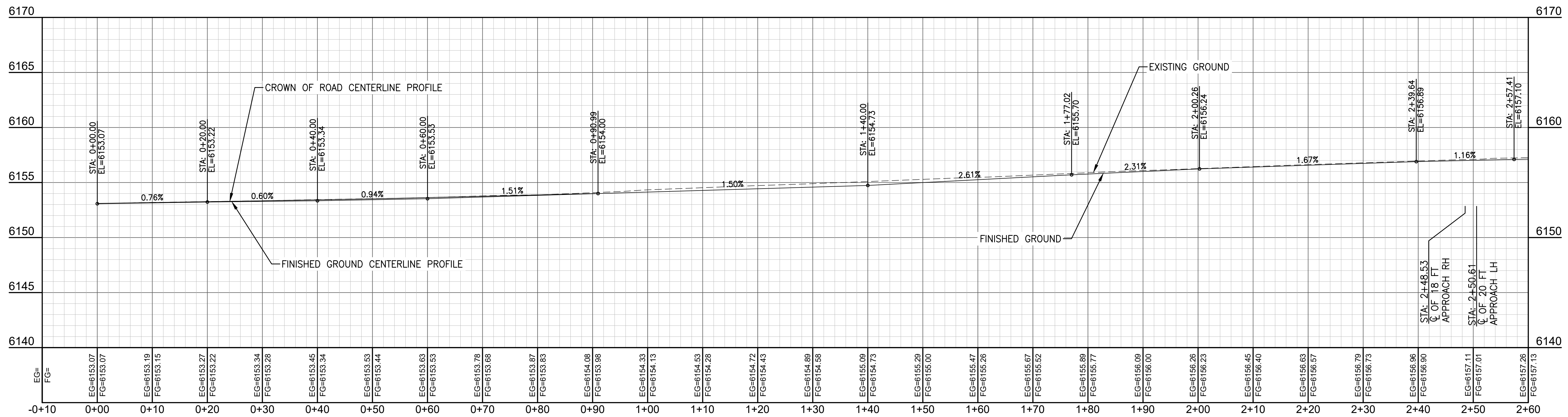
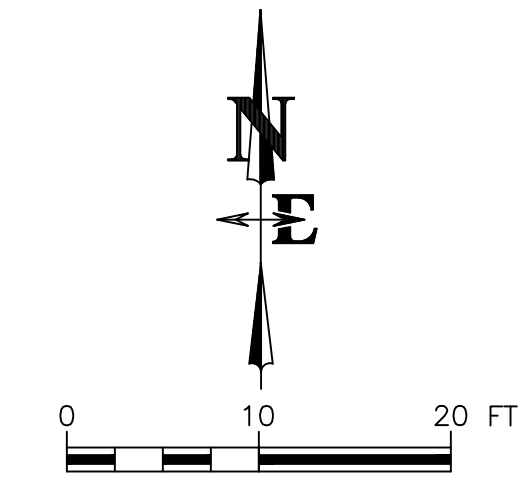
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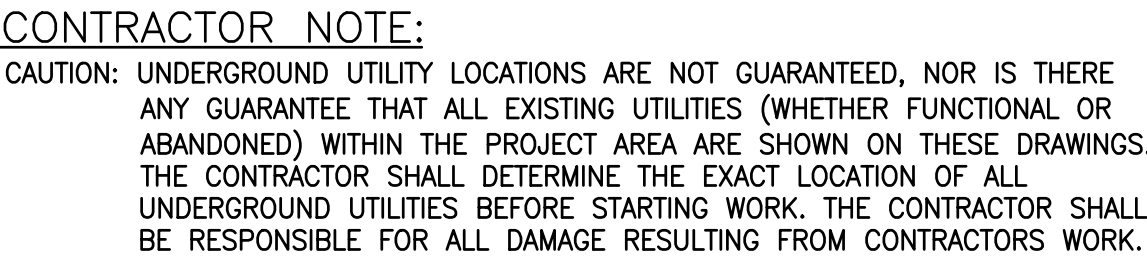
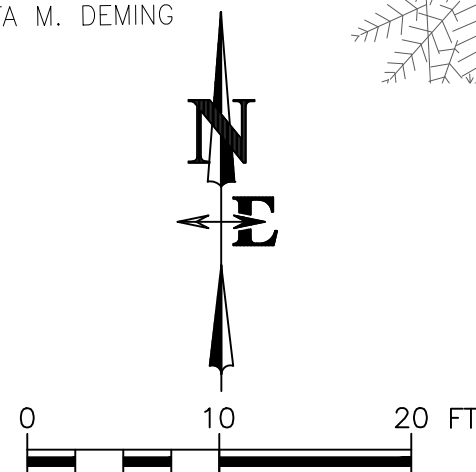
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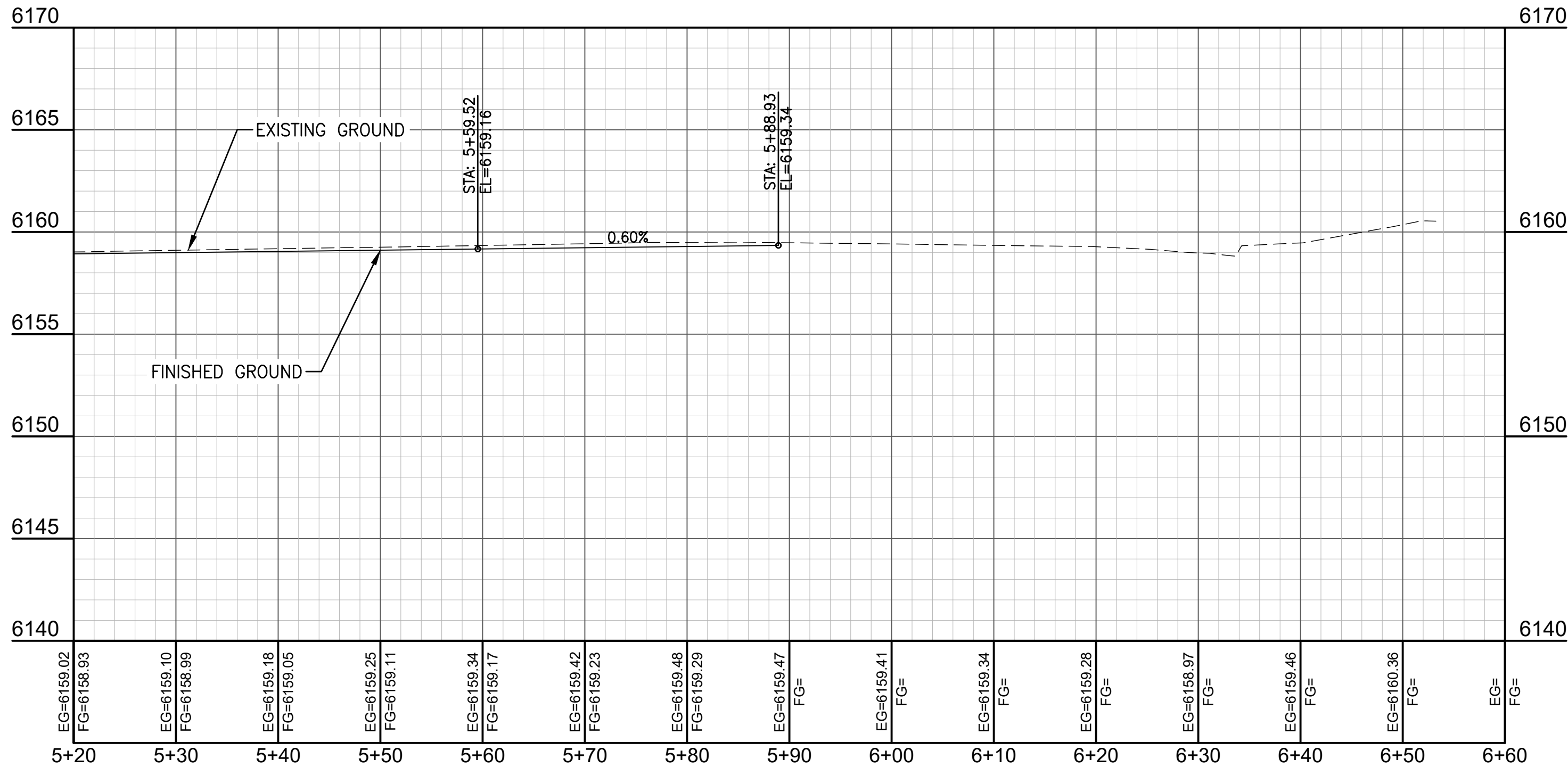
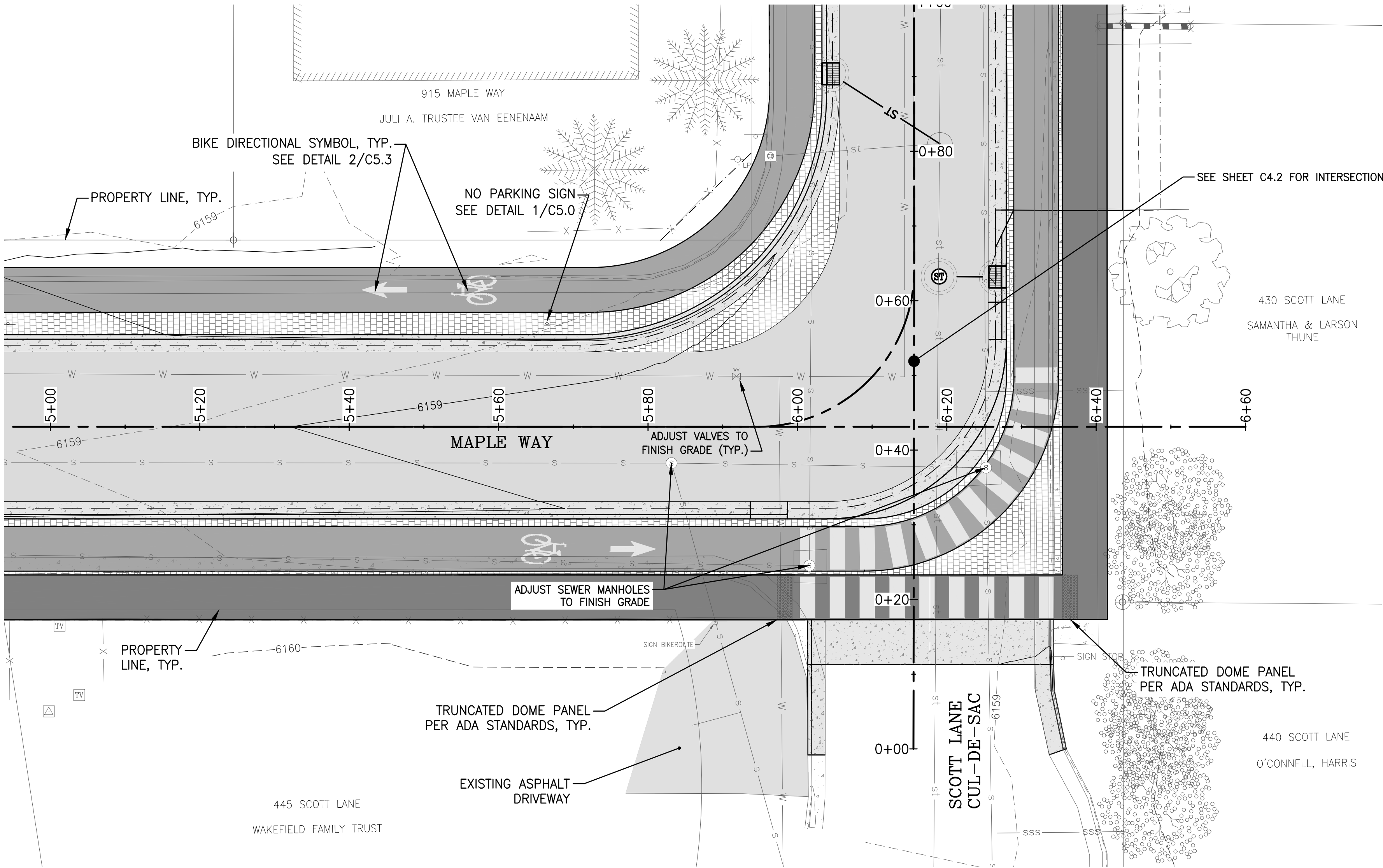
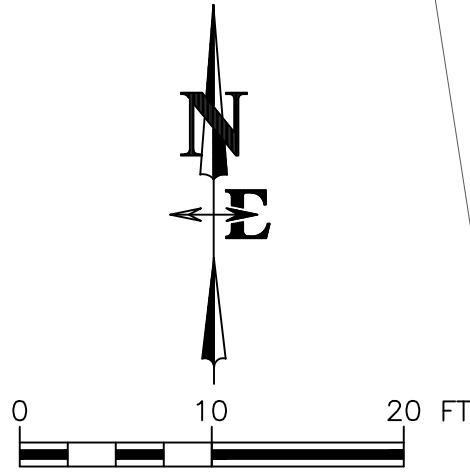
1. REFER TO PLAN AND PROFILE DRAWINGS AND INTERSECTION DETAIL SHEETS FOR ROAD WIDTH TRANSITIONS AND SIDEWALK AND CURB LAYOUTS NOT ILLUSTRATED BY THE TYPICAL SECTIONS.
2. REFER TO PLAN AND PROFILE DRAWINGS AND INTERSECTION DETAIL SHEETS FOR LAYOUT OF PEDESTRIAN RAMPS AND BIKE LANE RAMPS.
3. REFER TO PLAN & PROFILE DRAWINGS AND DETAIL SHEETS FOR CONSTRUCTION REQUIRED BEYOND BACK OF SIDEWALKS AND FOR LOCATIONS AND WIDTHS OF TEMPORARY CONSTRUCTION EASEMENTS.
4. REFER TO PLAN AND PROFILE DRAWINGS FOR LOCATIONS OF CURB CUT APPROACHES.
5. REFER TO DETAIL SHEETS FOR DETAILS OF CURBS & GUTTERS, CONCRETE SIDEWALK, CURB CUT APPROACHES, PEDESTRIAN RAMPS AND OTHER DETAILS OF CONSTRUCTION REQUIREMENTS.
6. INTERSECTING STREETS AND INTERSECTIONS TO RECEIVE 4" ASPHALT AND 4"± AGGREGATE BASE COURSE.

DRAWING NO	JOB TITLE	CROSS SECTIONS - PROPOSED			
		JOB TITLE			
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		CROSS SECTIONS - PROPOSED			
20-259-01	C2.1	CROSS SECTIONS - PROPOSED			
		CROSS SECTIONS - PROPOSED			
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		REVISION			
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		DD			
APPROVED		AR/LB			
		DD			





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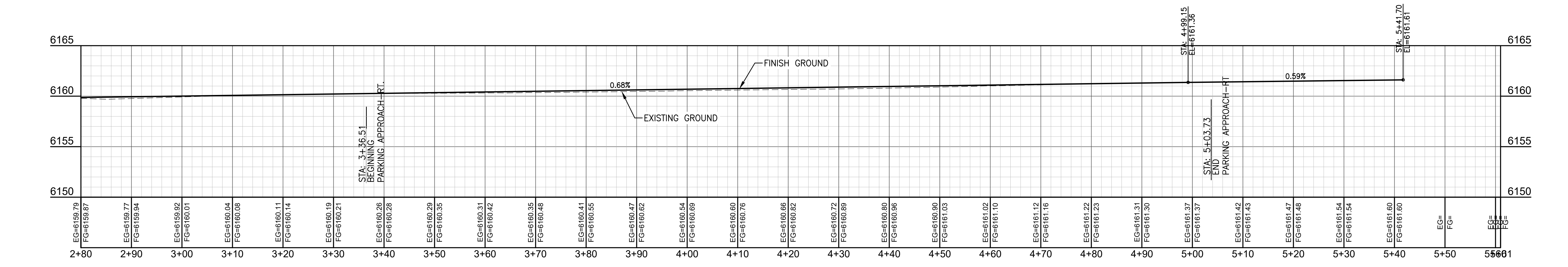
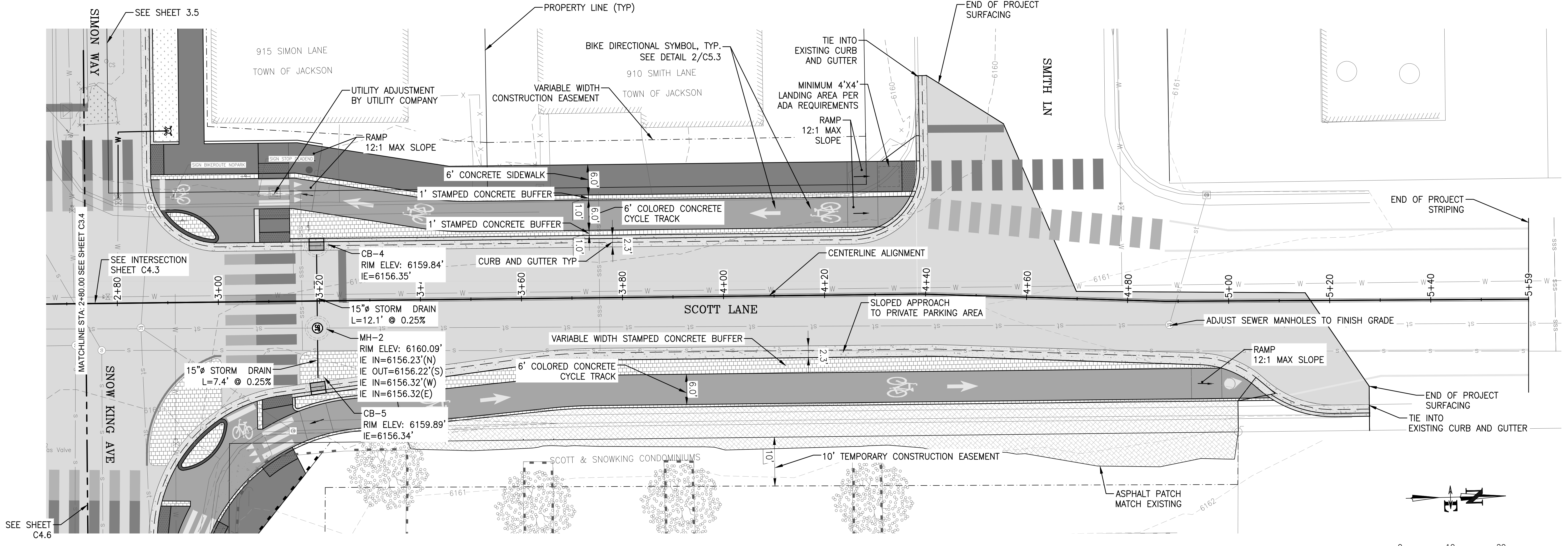


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20-259-01			CHECKED	DD	
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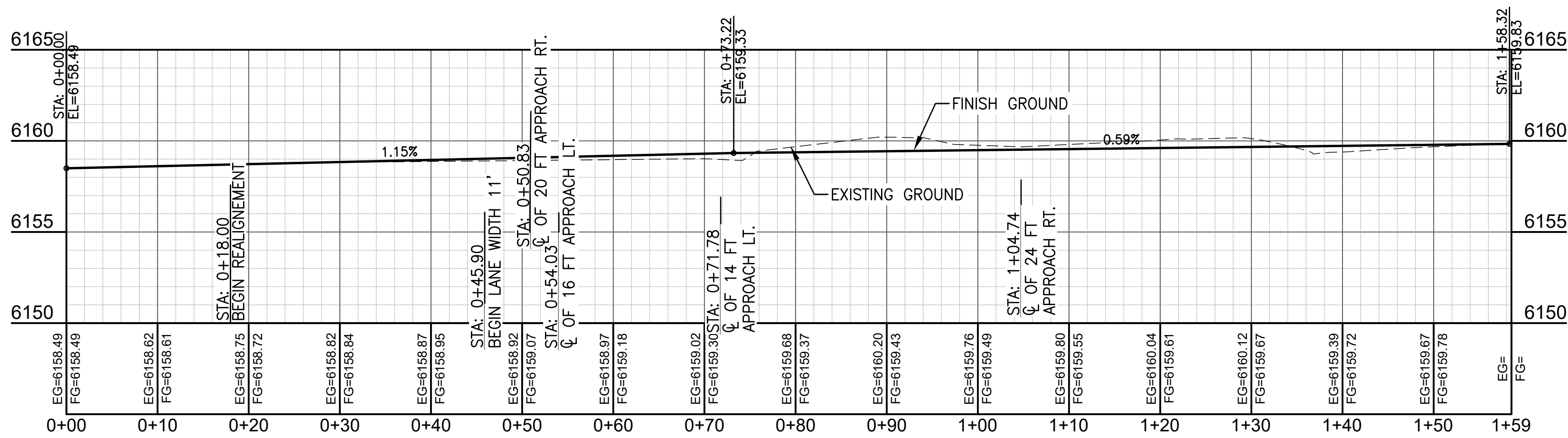
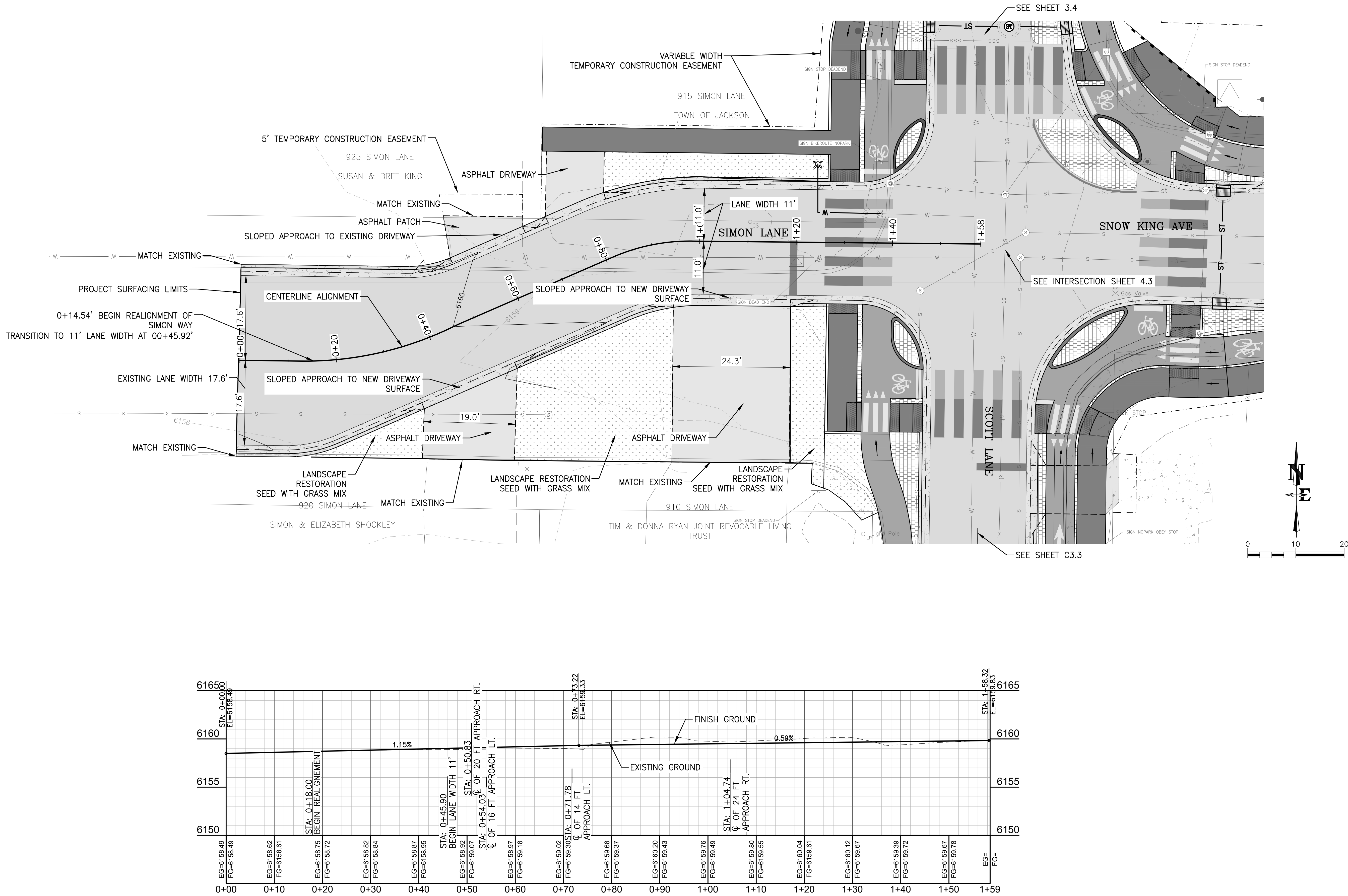
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			DRAWN	AR/LB					
			CHECKED						
			APPROVED						

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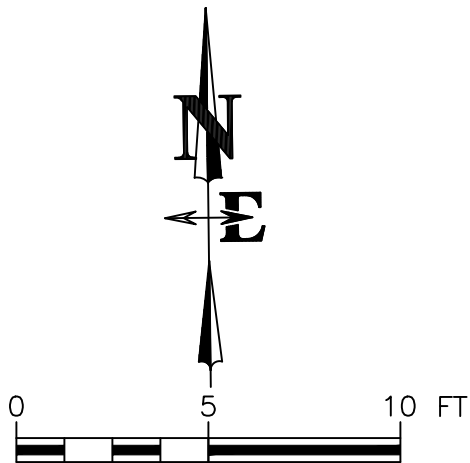
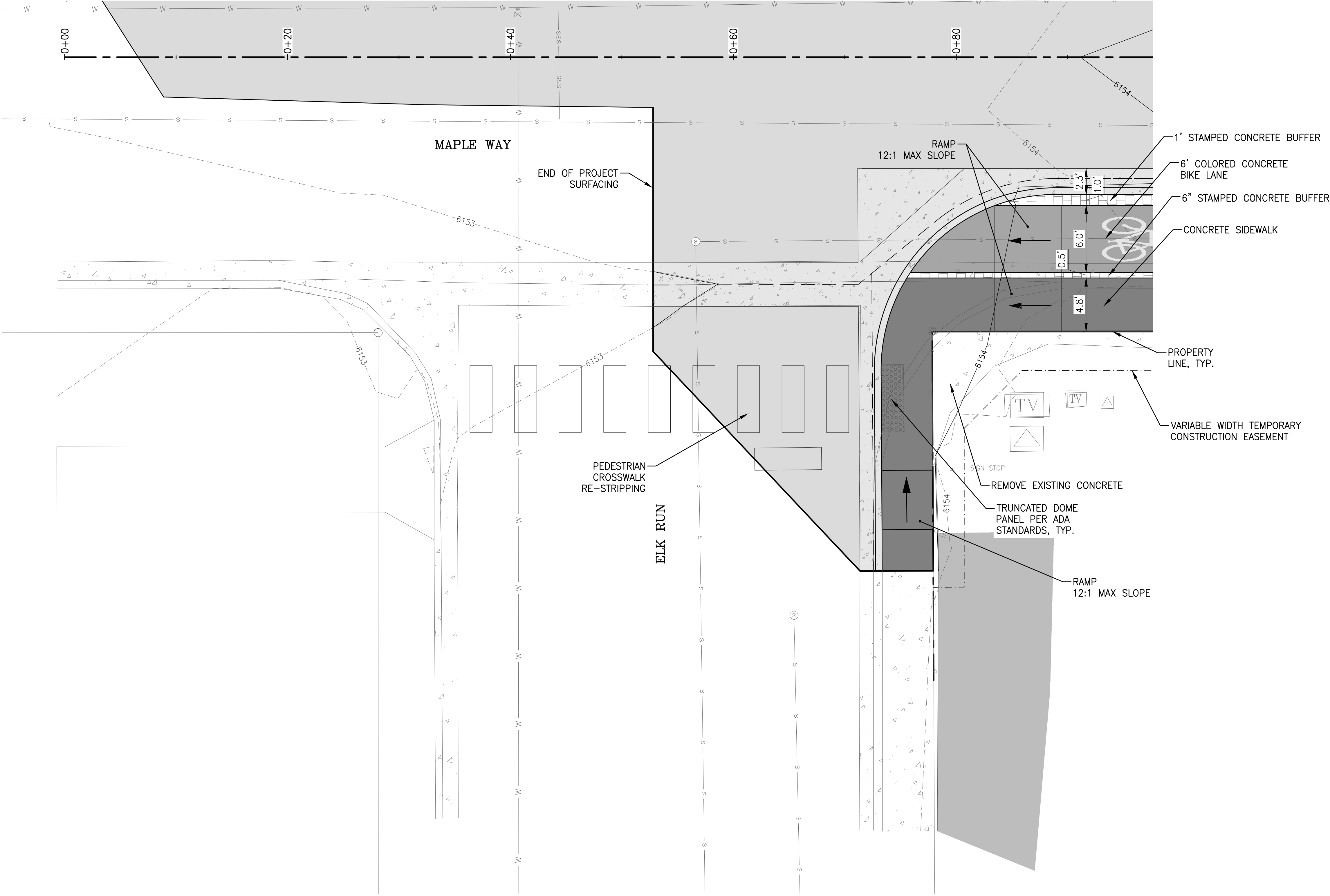
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20-259-01	JACKSON, WYOMING		APPROVED		DD

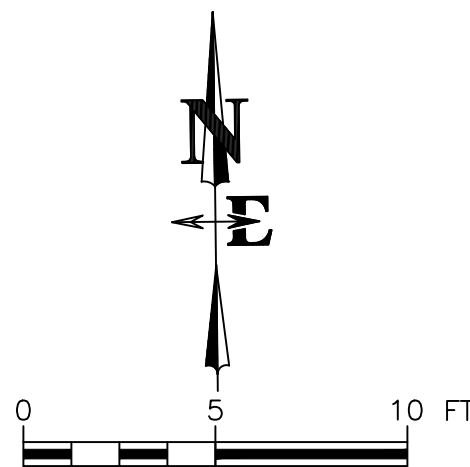
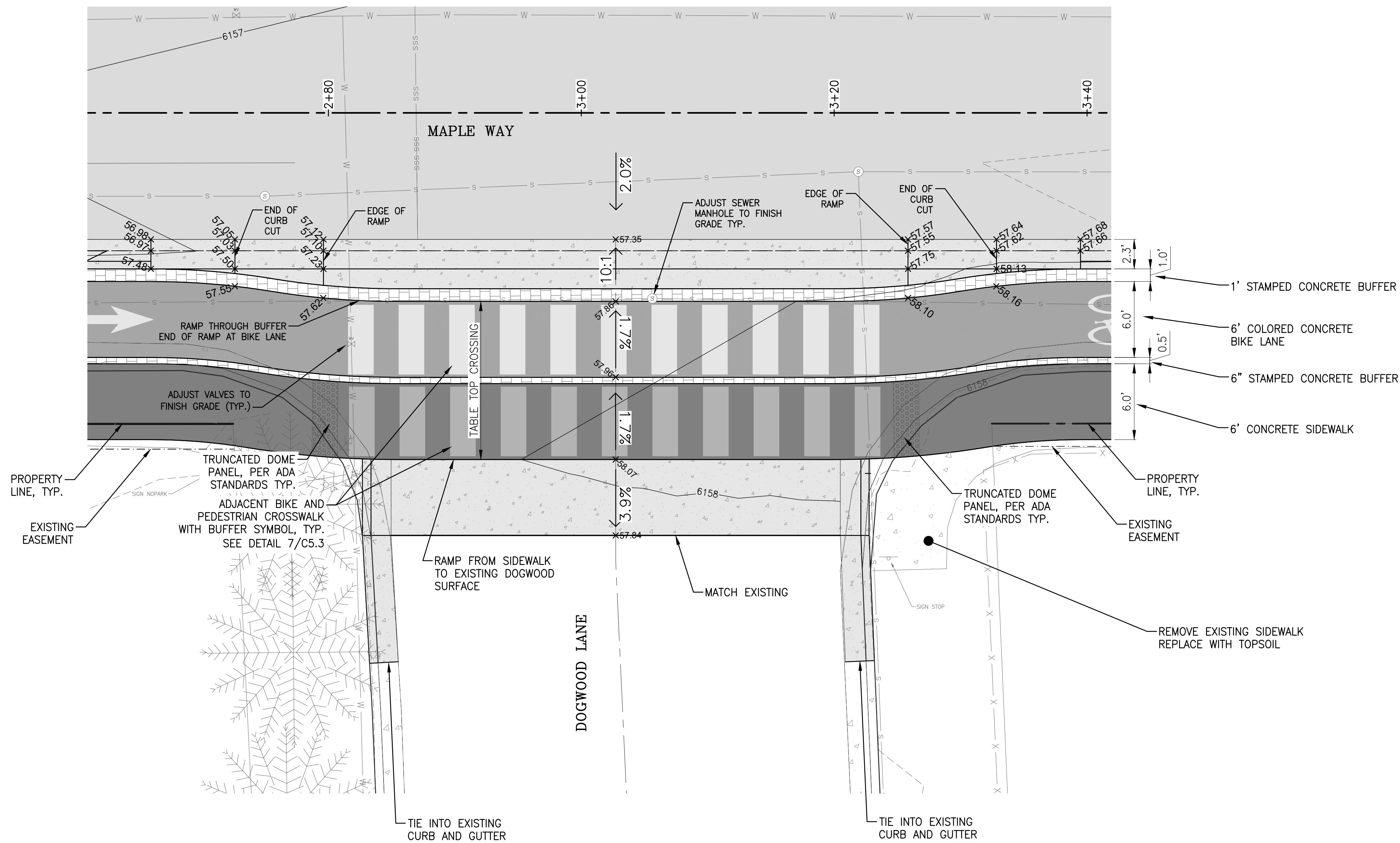
**NELSON
ENGINEERING**
P.O. BOX 1599, JACKSON WYOMING (307) 733-2087

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DRAWING NO C4.0	JOB TITLE SCOTT LANE / MAPLE WAY BIKE, PEDESTRIAN ADA IMPROVEMENTS JACKSON, WYOMING	DRAWING TITLE MAPLE WAY & ELK RUN INTERSECTION				DATE	12/18/2024	REV.
						SURVEYED	NELSON	ENG.
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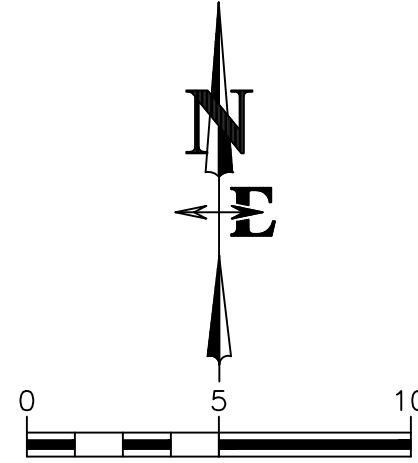
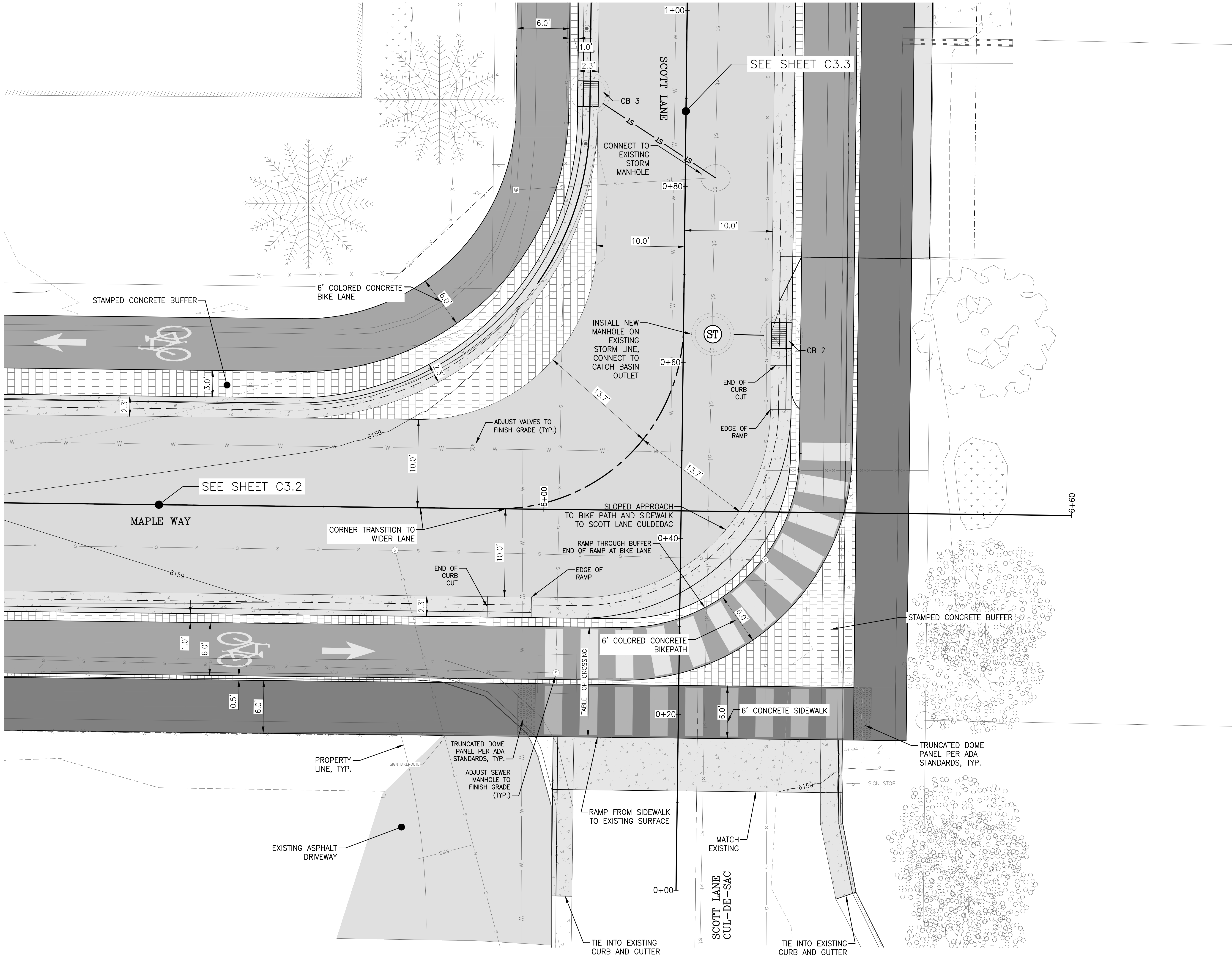
**NELSON
ENGINEERING**
P.O. BOX 1599, JACKSON WYOMING (307) 733-2087



DRAWING NO	JOB TITLE	DRAWING TITLE	 P.O. BOX 1599, JACKSON WYOMING (307) 733-2087
C4.1	SCOTT LANE / MAPLE WAY BIKE, PEDESTRIAN ADA IMPROVEMENTS JACKSON, WYOMING	MAPLE WAY & DOGWOOD LANE INTERSECTION	
JOB NO	20-259-01		

DATE	12/19/2024	REV.
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ENGINEERED	DD	
DRAWN	AR/LB	
CHECKED	DD	
APPROVED	DD	

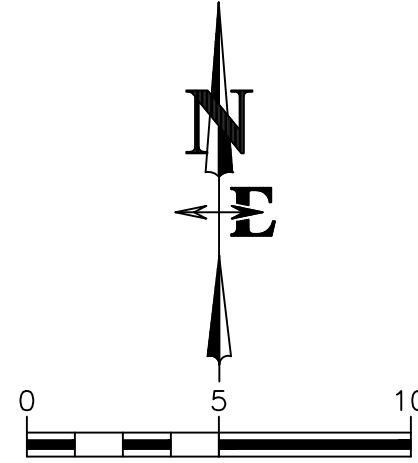
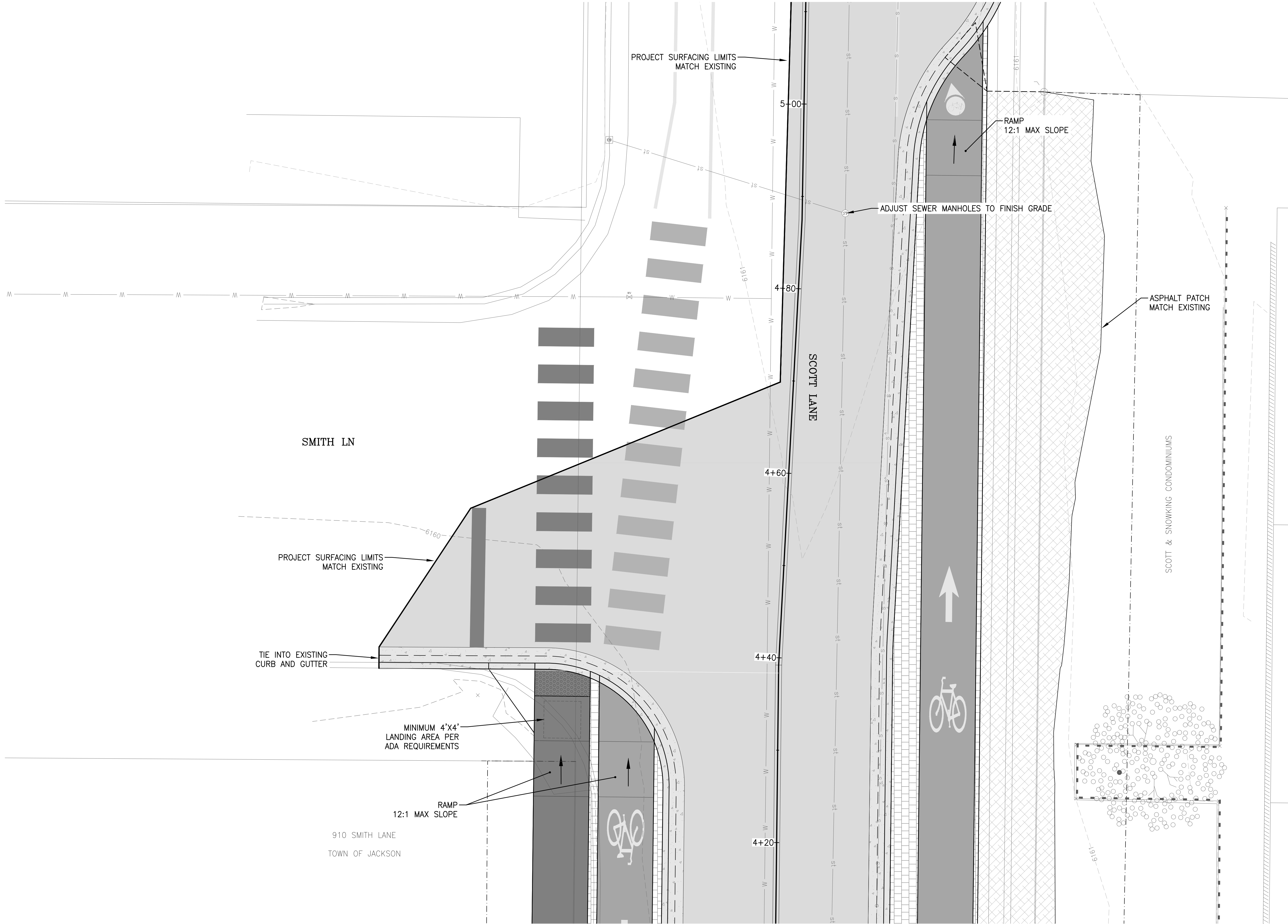
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						APPROVED			

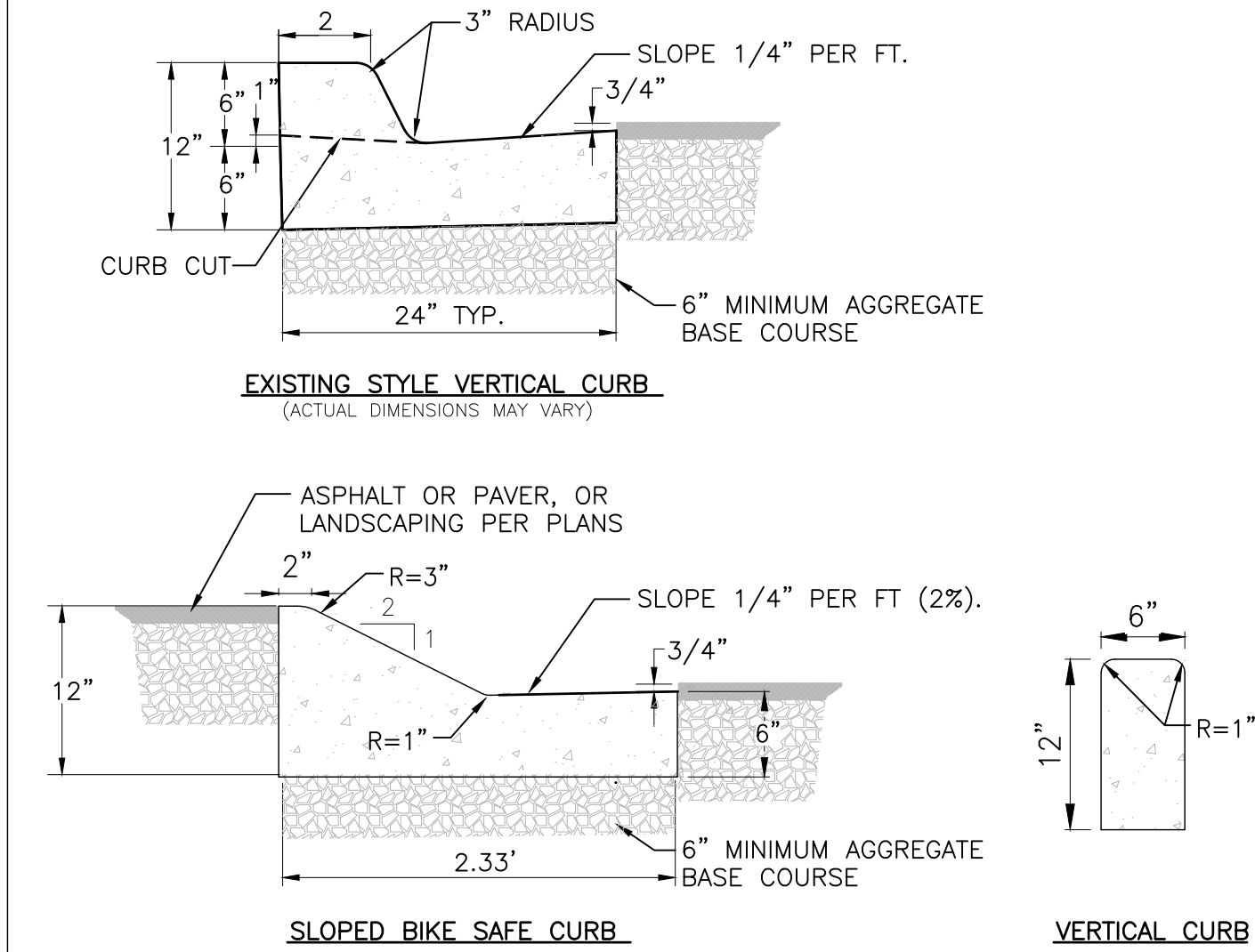
NELSON ENGINEERING
P.O. BOX 1599, JACKSON WYOMING (307) 733-2087

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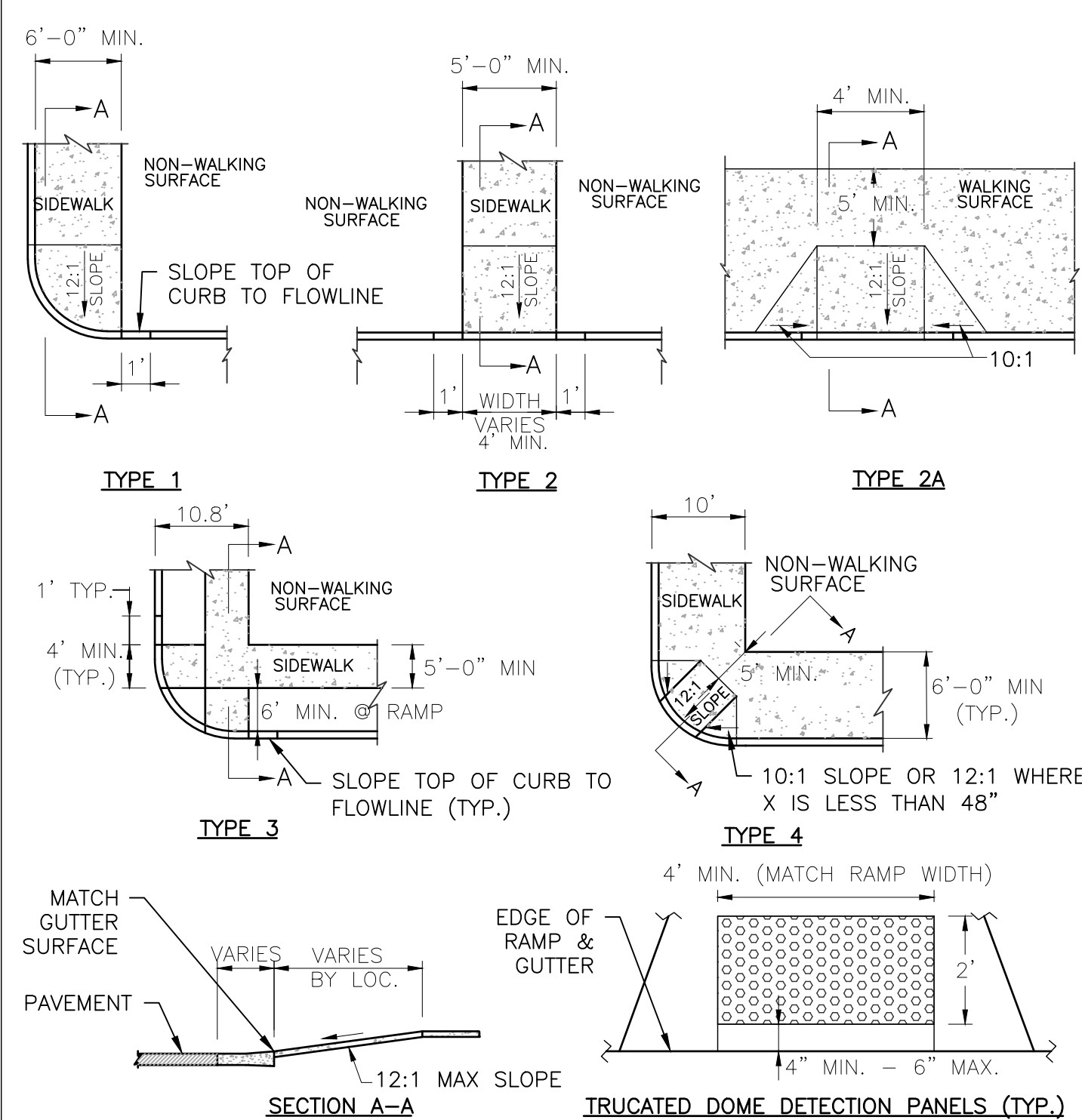
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20-259-01						AR/LB	DD	DD	DD	DD

S:\P\2020\259-01_Court Lane-Maple Way - Bike, Ped, ADA Improvements - CULV4 Drawings\CA\1\DWG LAYOUTS\20-259-DETAILS.dwg, C5.1 TOJ STANDARD SIDEWALK DETAILS - Dec 18 2024 01:29:25 pm, ROUTED BY: boller, DWG FORMAT: 241



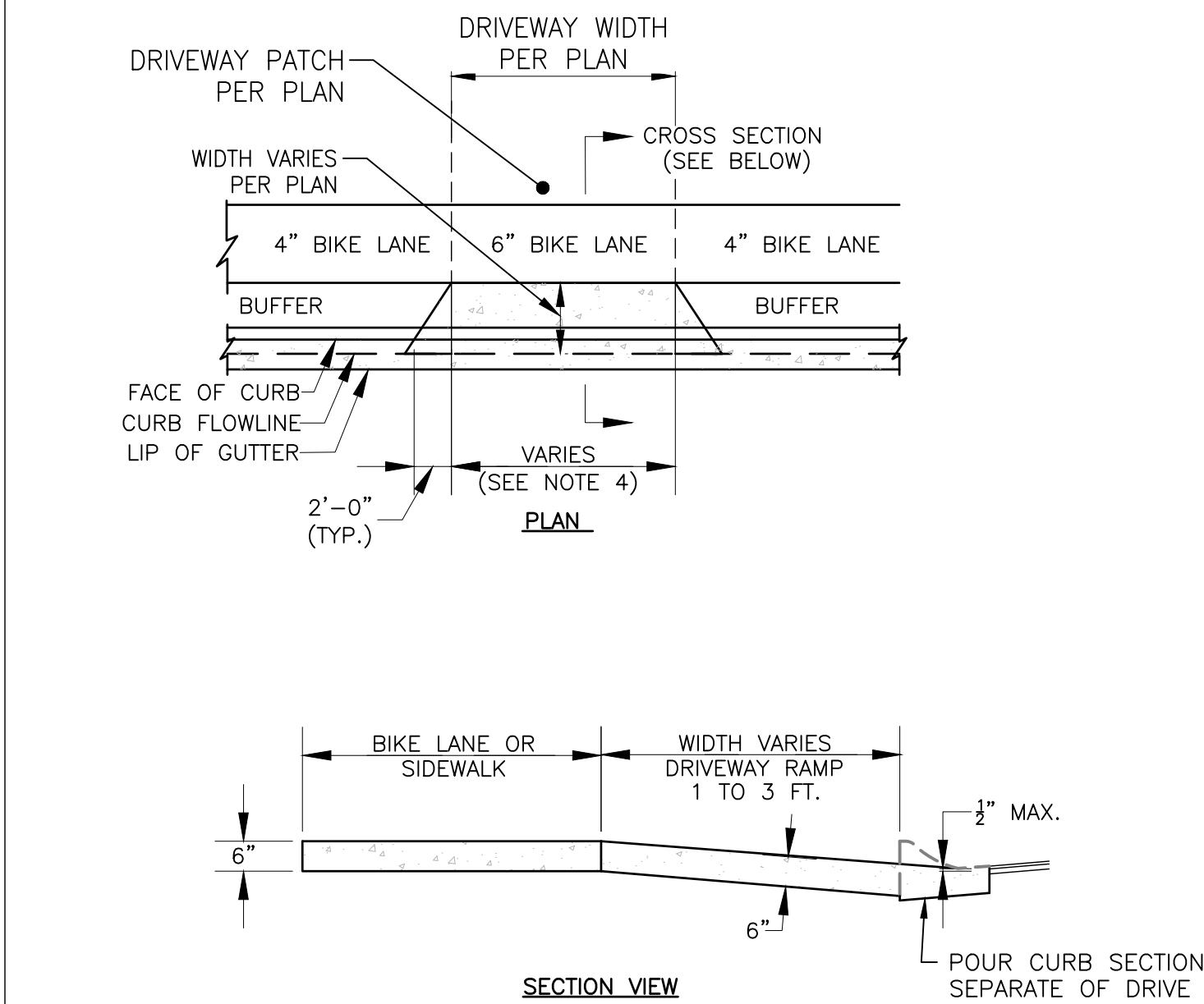
- NOTES:**
- CURBS SHALL CONFORM TO WPSS SECTION 02525, EXCEPT THAT PORTLAND CEMENT CONCRETE SHALL BE FIBERMESH-REINFORCED CLASS 4000 CONCRETE CONFORMING WITH WPSS SECTION 03304, PART 2.07.
 - AGGREGATE BASE COURSE SHALL BE SIX INCH MINIMUM THICKNESS, CONFORM TO WPSS SECTION 02190, PART 2.03, GRADING H, AND BE INSTALLED PER WPSS SECTION 02231, PART 3.03.
 - REMOVAL AND REPLACEMENT OF CURB SHALL TAKE PLACE IN FULL PANELS.
 - ROLL CURB SHALL NOT BE ALLOWED.

	ST-110 CURB SECTIONS C5.1	ST-110	DATE: 12/4/12
		SCALE: NTS	



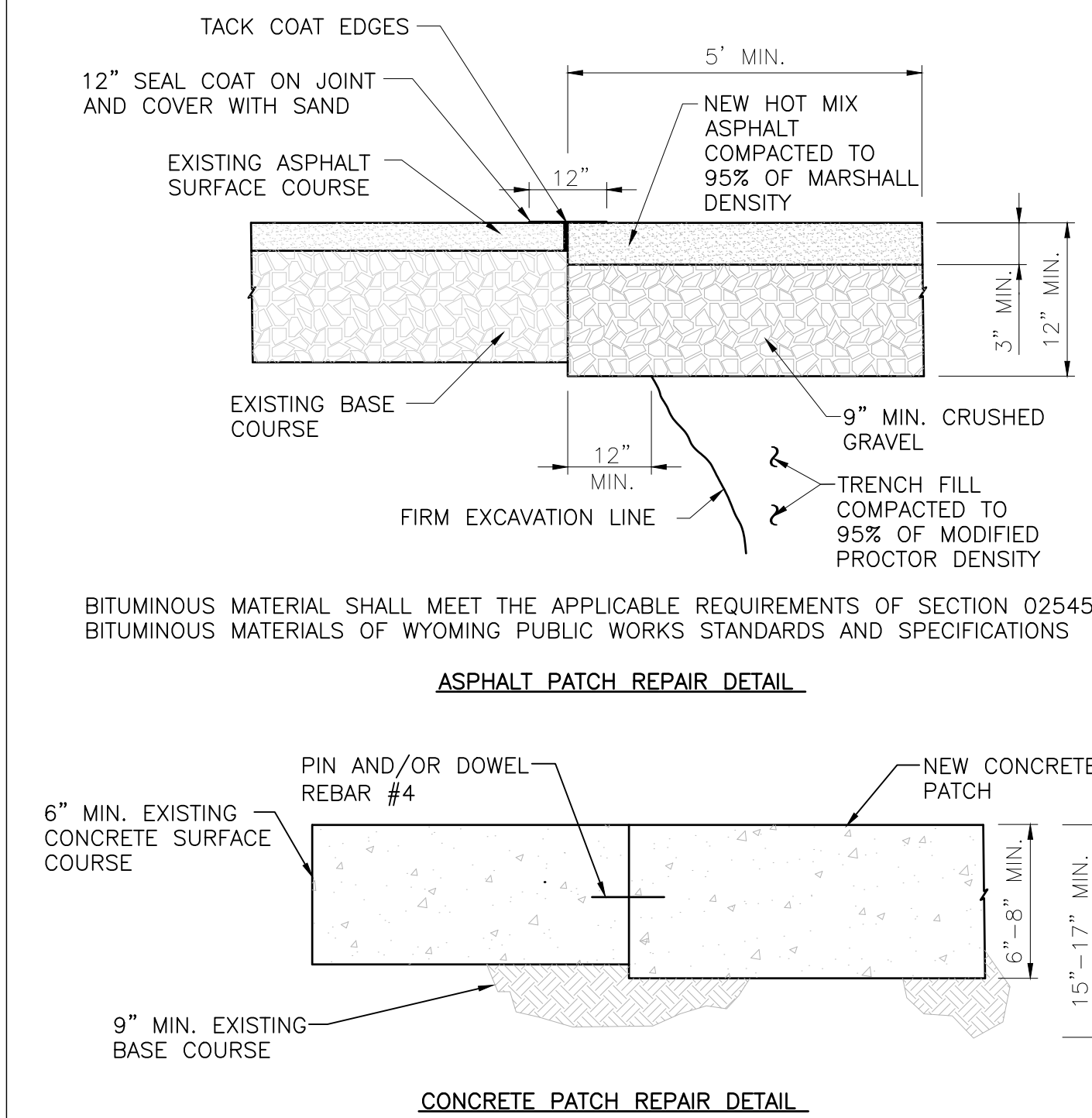
- NOTES:**
- SIDEWALKS SHALL CONFORM TO ALL APPLICABLE ADA STANDARD REQUIREMENTS.
 - LIP AT GUTTER TO BE NO MORE THAN 1/4" HIGH.
 - CONCRETE TO BE A BROOM FINISH.
 - ALL PEDESTRIAN RAMPS SHALL INCLUDE PLACEMENT OF CAST IRON TRUNCATED DOME DETECTION PANELS IN A BRICK RED COLOR. (PANELS SHALL BE PROVIDED BY TOJ.)

	ST-112 PEDESTRIAN RAMPS C5.1	ST-112	DATE: 12/4/12
		SCALE: NTS	



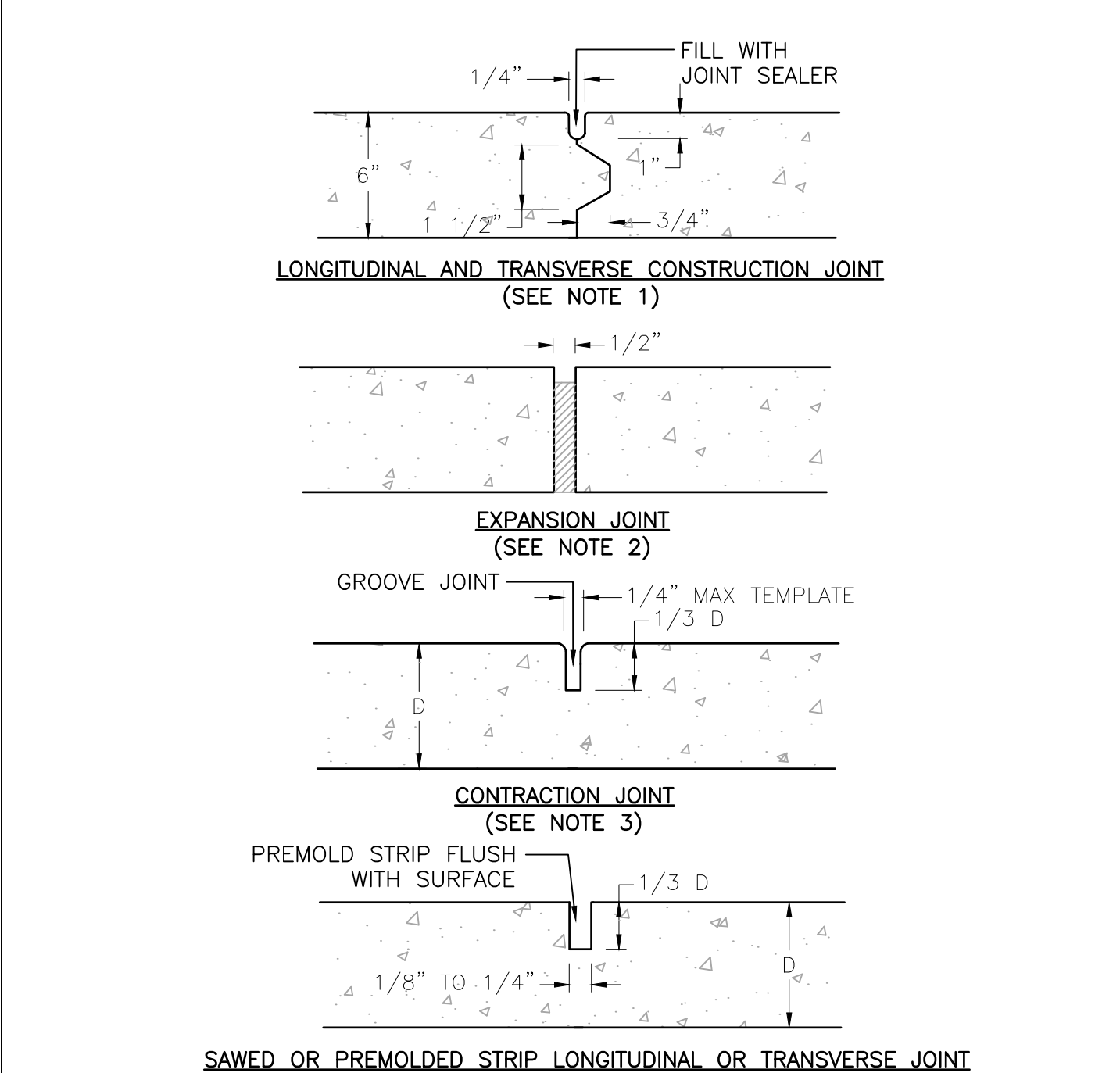
- NOTES:**
- DRIVEWAYS AND CURB CUT SHALL BE INSTALLED TO CONFORM WITH ALL APPLICABLE ADA STANDARD REQUIREMENTS.
 - CONCRETE DRIVEWAY RAMPS/CURB CUTS AND ASSOCIATED ADJACENT SIDEWALK SHALL CONFORM TO WPSS SECTION 02776, EXCEPT THAT PORTLAND CEMENT CONCRETE SHALL BE FIBERMESH-REINFORCED CLASS 4000 CONCRETE CONFORMING WITH WPSS SECTION 03304, PART 2.07.
 - AGGREGATE BASE COURSE SHALL BE SIX INCH MINIMUM THICKNESS, CONFORM TO WPSS SECTION 02190, PART 2.03, GRADING H, AND BE INSTALLED PER WPSS SECTION 02231, PART 3.03.
 - THE FLAT BOTTOM WIDTH DIMENSION OF CURB CUTS SHALL NOT EXCEED THE DIMENSIONS SET FORTH IN THE TOWN LAND DEVELOPMENT REGULATIONS.
 - SIDEWALK CONSTRUCTION SHALL BE PER TOWN STANDARDS.

	ST-113 DRIVEWAY CURB CUT C5.1	ST-113	DATE: 12/5/12
		SCALE: NTS	



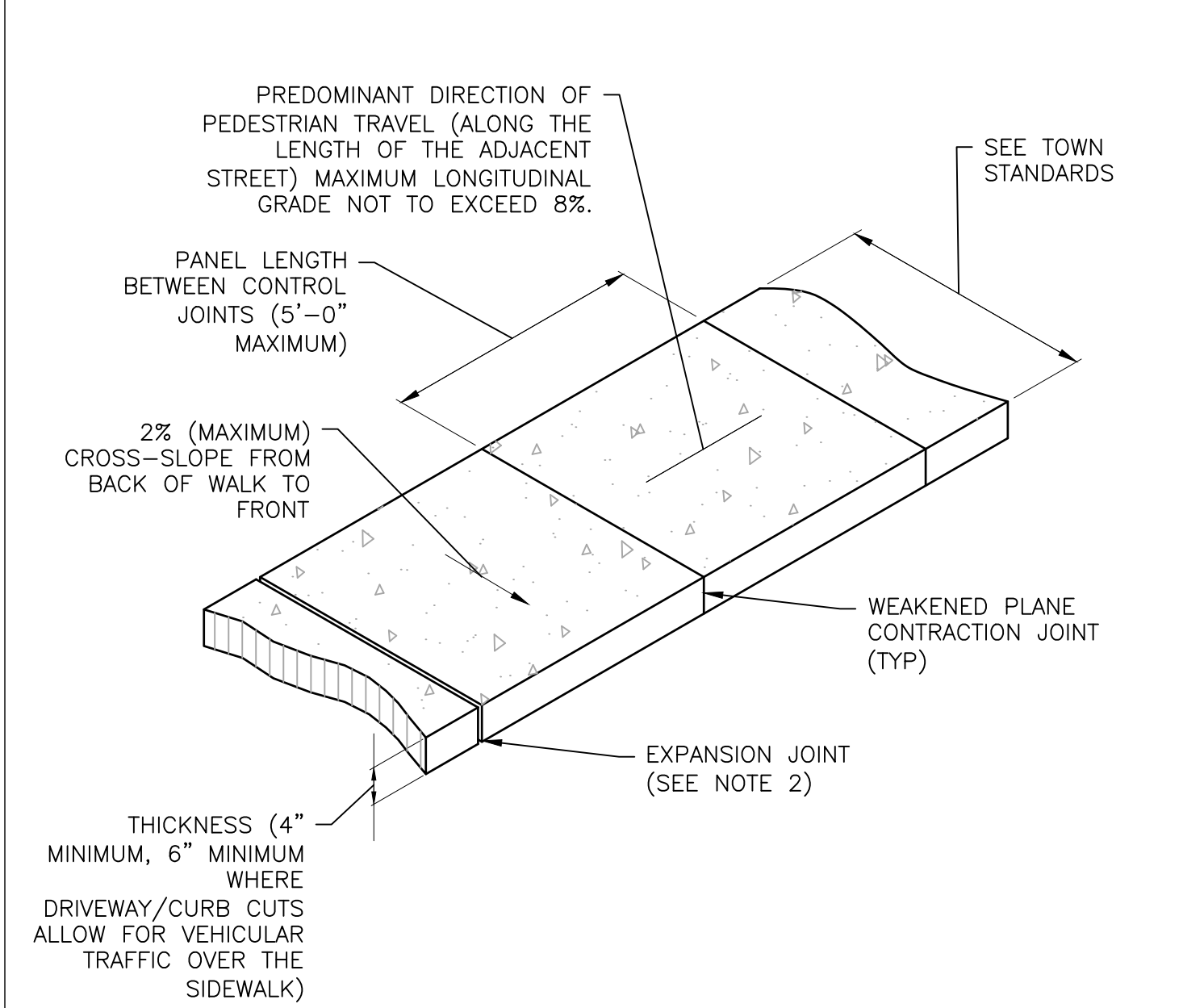
- NOTES:**
- REPLACEMENT ASPHALT THICKNESS SHALL BE 1" GREATER THAN EXISTING AND NO LESS THAN 3" MINIMUM.
 - ASPHALT SHALL BE PLACED IN TWO (2) LIFTS, EACH NO LESS THAN 1 1/2" IN THICKNESS, AND COMPACTED TO 95% OF MARSHALL DENSITY.
 - PORTLAND CEMENT CONCRETE PAVEMENT SHALL MEET APPLICABLE REQUIREMENTS OF SECTION 02520, 02776 AND 03304 AS DIRECTED BY TOWN PUBLIC WORKS DEPARTMENT.

	ST-118 PATCH REPAIR SECTION C5.1	ST-118	DATE:
		SCALE:	



- NOTE:**
- KEYWAY FORMED BY FASTENING METAL KEY TO FORM.
 - 1/2" PREMOLED NON-EXTRUDING EXPANSION JOINT MATERIAL TO MEET ASHTO M-59. EXPANSION MATERIAL SHALL BE INSTALLED WHEN ABUTTING EXISTING CONCRETE OR FIXED STRUCTURES SUCH AS INLETS AND DRIVEWAYS, AND EVERY 300' ON LONG STRAIGHT CONCRETE STRETCHES.
 - FORM WITH TEMPLATE OR SAWCUT JOINTS. IF SAWCUT JOINTS ARE USED, THEY SHALL BEGIN AS SOON AS CONCRETE IS HARDENED SUFFICIENTLY TO PERMIT SAWING WITHOUT EXCESSIVE RAVELING AND BEFORE UNCONTROLLED CRACKING OCCURS. MINIMUM DISTANCE BETWEEN JOINTS IS 5'.
 - JOINT LAYOUT FOR CONCRETE STREETS IS TO BE SUBMITTED TO THE TOWN ENGINEER FOR APPROVAL.

	ST-123 PAVING & CONCRETE JOINT DETAILS C5.1	ST-123	DATE: 12/6/12
		SCALE: NTS	



- NOTES:**
- SIDEWALK SHALL CONFORM TO ALL APPLICABLE ADA STANDARD REQUIREMENTS SIDEWALKS SHALL CONFORM TO WPSS SECTION 02776, EXCEPT THAT PORTLAND CEMENT CONCRETE SHALL BE FIBERMESH-REINFORCED CLASS 4000 CONCRETE CONFORMING WITH WPSS SECTION 03304, PART 2.07.
 - EXPANSION JOINTS SHALL BE PLACED IN SIDEWALK AT THE SAME LOCATIONS AS THOSE IN CURB AND GUTTER WHEN SIDEWALK IS ADJACENT TO CURB. (PER WPSS SECTION 03251, PART 3.04 SPACING SHALL NOT EXCEED 32'-0" ON CENTER.)
 - FOR SIDEWALKS GREATER THAN SIX FEET IN WIDTH, A LONGITUDINAL CONTROL JOINT SHALL BE INSTALLED AT THE CENTER OF THE WALK.
 - REMOVAL AND REPLACEMENT OF SIDEWALK SHALL TAKE PLACE IN FULL PANELS.
 - AGGREGATE BASE COURSE SHALL BE FOUR INCH MINIMUM THICKNESS, CONFORM TO WPSS SECTION 02190, PART 2.03, GRADING H, AND BE INSTALLED PER WPSS SECTION 02231, PART 3.03.

	ST-127 CONCRETE SIDEWALK C5.1	ST-127	DATE: 12/7/12
		SCALE: NTS	

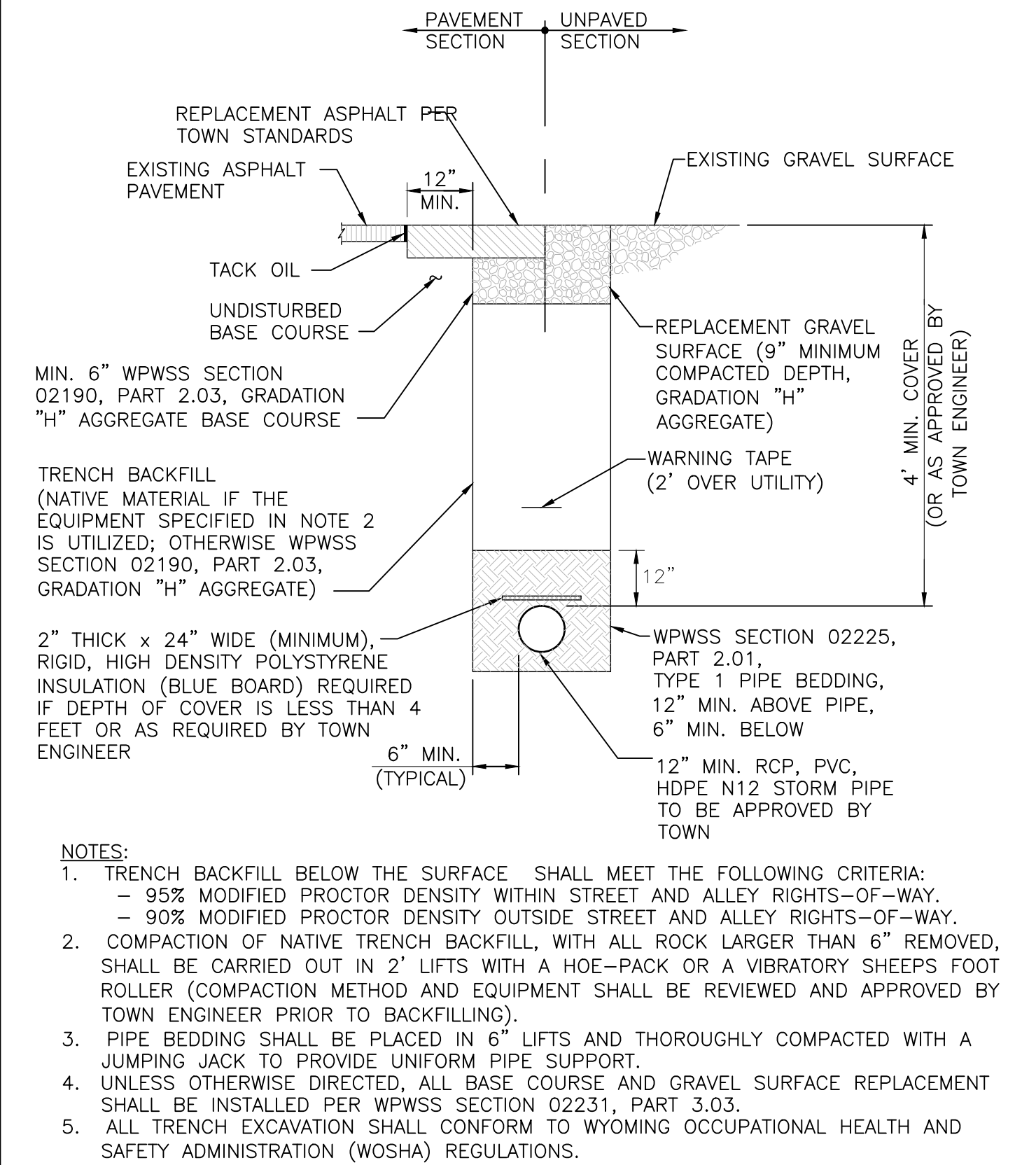
DRAWING TITLE
TOJ STANDARD SIDEWALK DETAILS

JOB TITLE
SCOTT LANE / MAPLE WAY
BIKE, PEDESTRIAN ADA IMPROVEMENTS
JACKSON, WYOMING

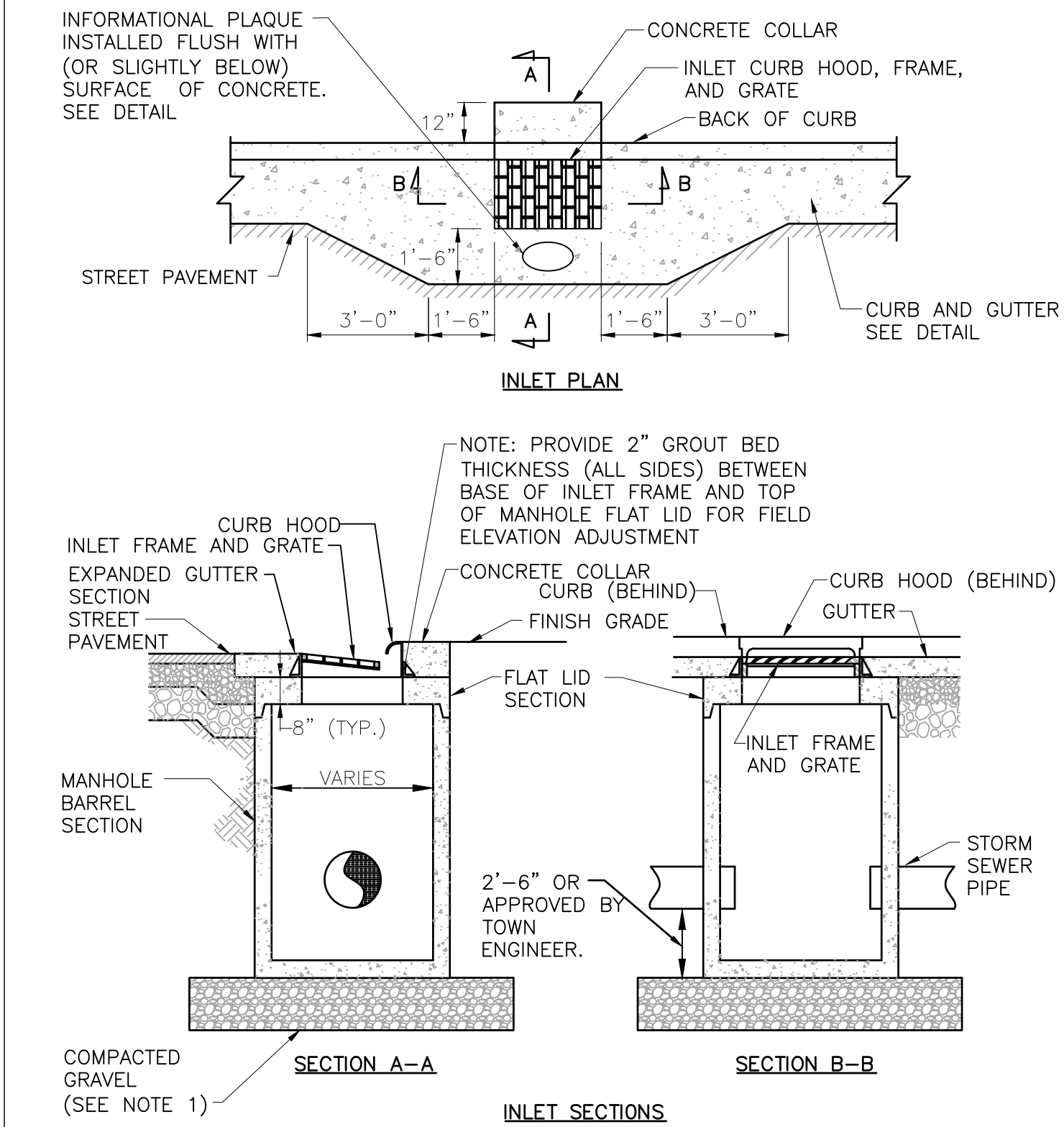
DRAWING NO
C5.1
JOB NO
20-259-01

DATE	SURVEYED	ENGINEERED	DRAWN	CHECKED	APPROVED
12/18/2024	NELSON	ENG.	DD	AB/GB	DD

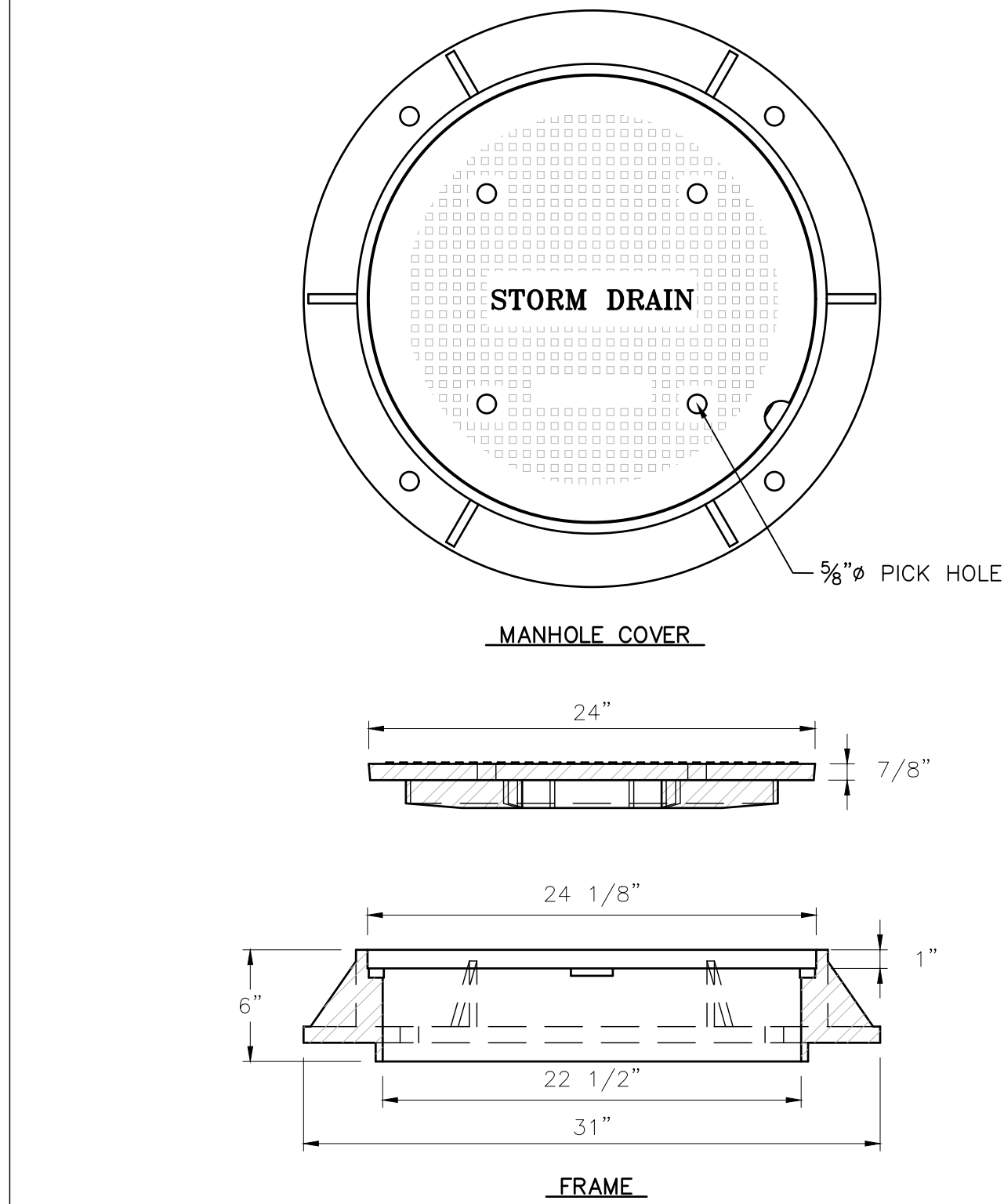
NELSON
ENGINEERING
P.O. BOX 1599, JACKSON WYOMING (307) 733-2087



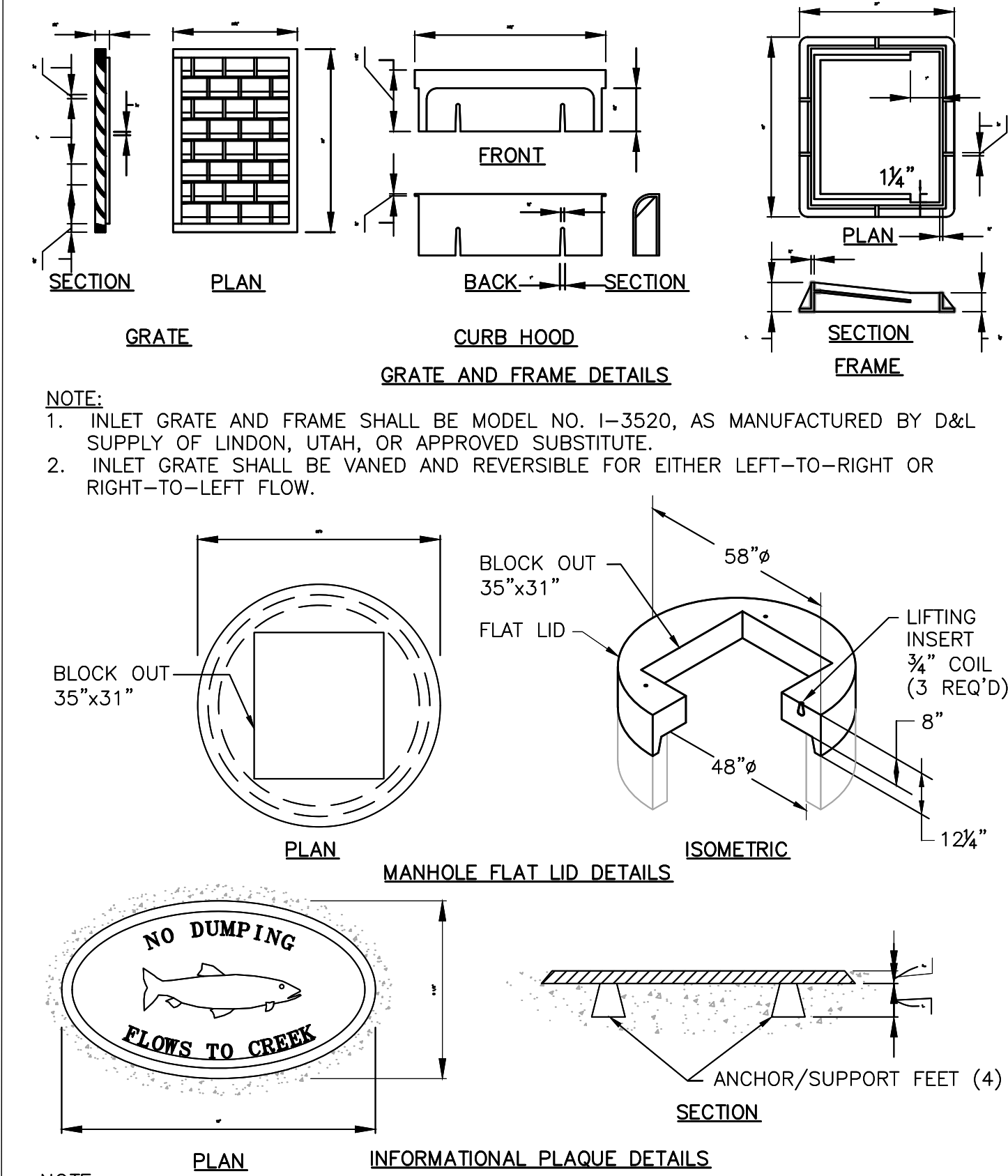
STM-100 C5.2 STORM SEWER PIPE TRENCH STM-100 DATE: 12/11/12 SCALE: NTS



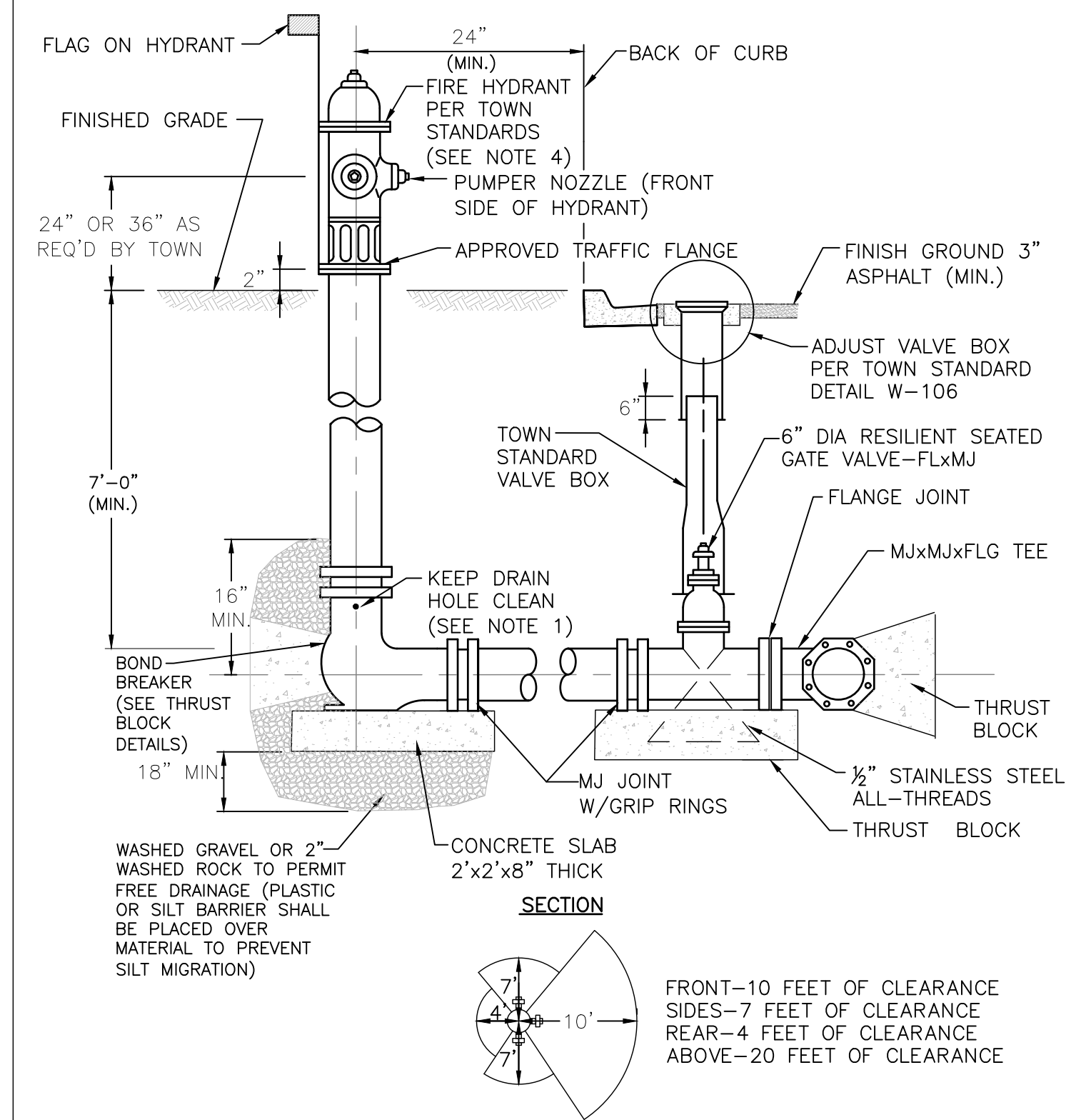
STM-101 C5.2 CURB HOOD INLET DETAILS STM-101 DATE: 12/11/12 SCALE: NTS



STM-104 C5.2 STORM DRAIN MANHOLE FRAME AND COVER STM-104 DATE: 12/17/12 SCALE: NTS



STM-105 C5.2 FRAME GRATE AND PLAQUE DETAILS STM-105 DATE: 12/11/12 SCALE: NTS



W-101 C5.2 FIRE HYDRANT ASSEMBLY W-101 DATE: 1/16/13 SCALE: NTS

DATE	SURVEYED	ENGINEERED	DRAWN	CHECKED	APPROVED
12/18/2024	NELSON	ENG.	DD	AB/GB	DD

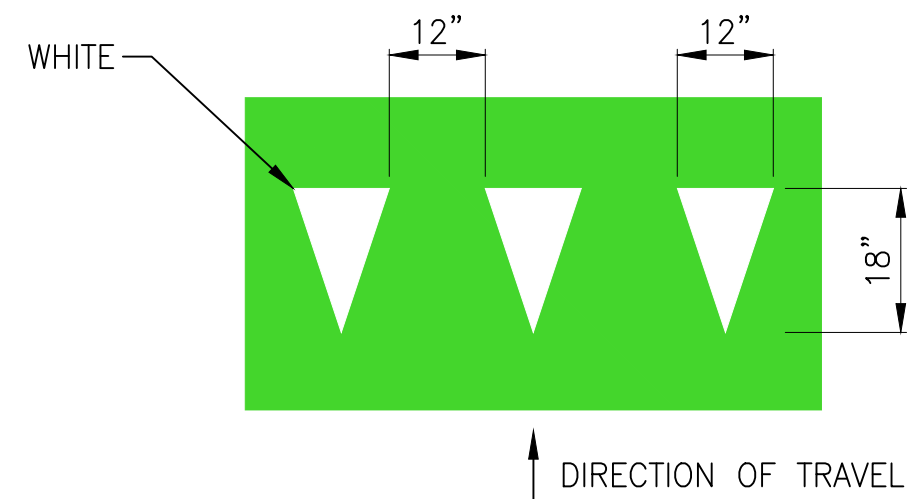
NELSON ENGINEERING
P.O. BOX 1599, JACKSON WYOMING (307) 733-2087

DRAWING TITLE
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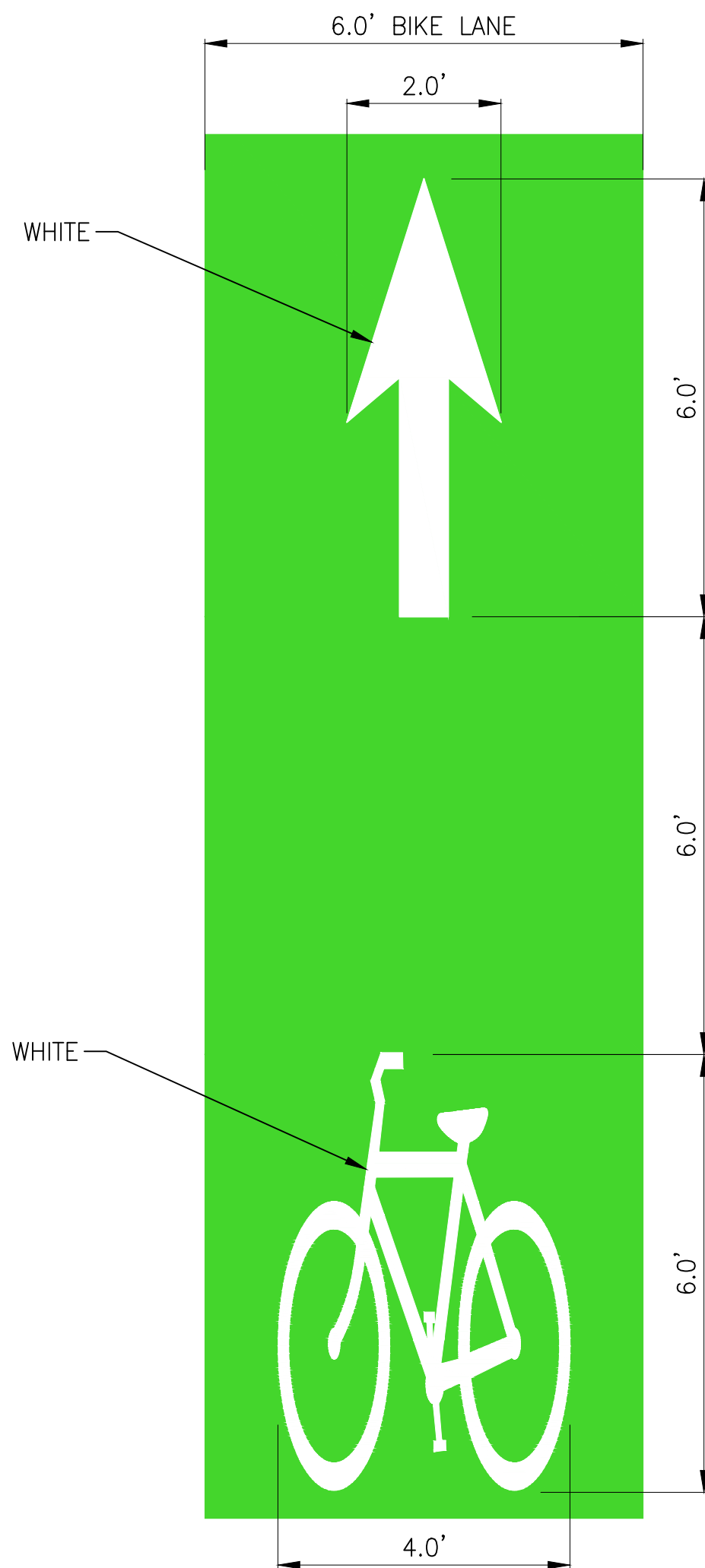
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SCOTT LANE / MAPLE WAY
BIKE, PEDESTRIAN ADA IMPROVEMENTS
JACKSON, WYOMING

DRAWING NO
C5.2
JOB NO
20-259-01

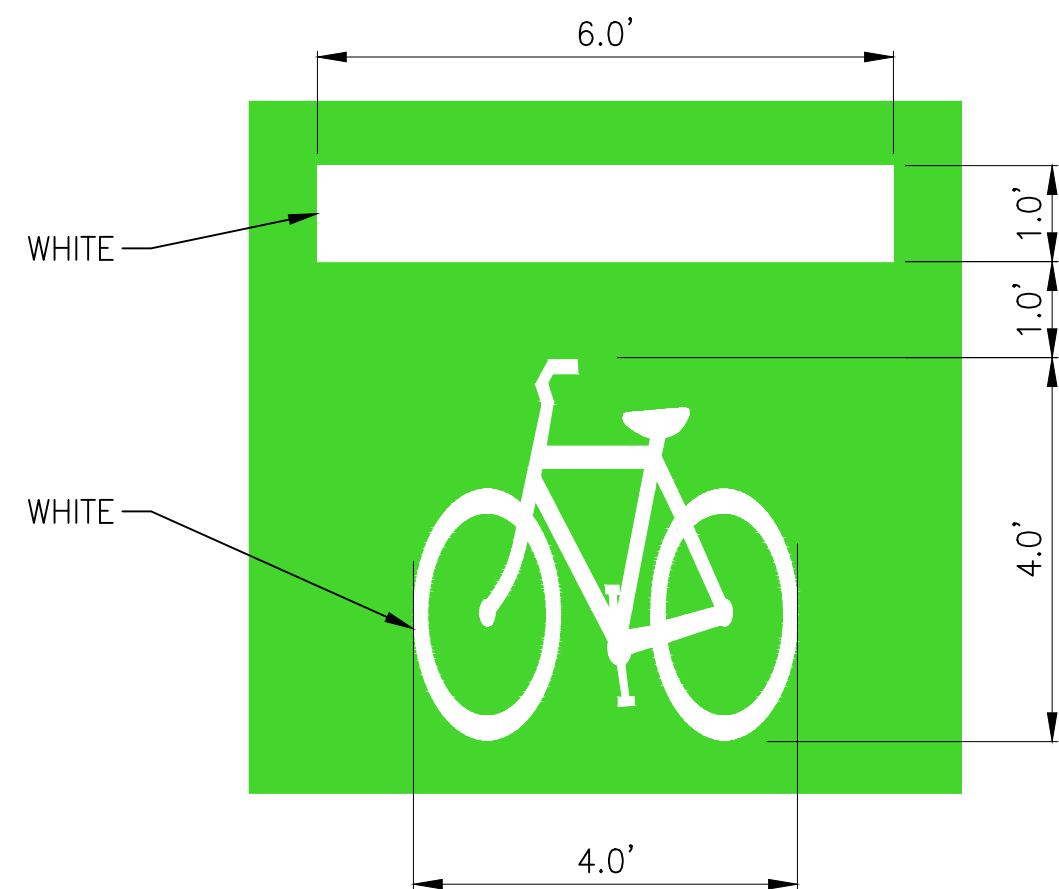
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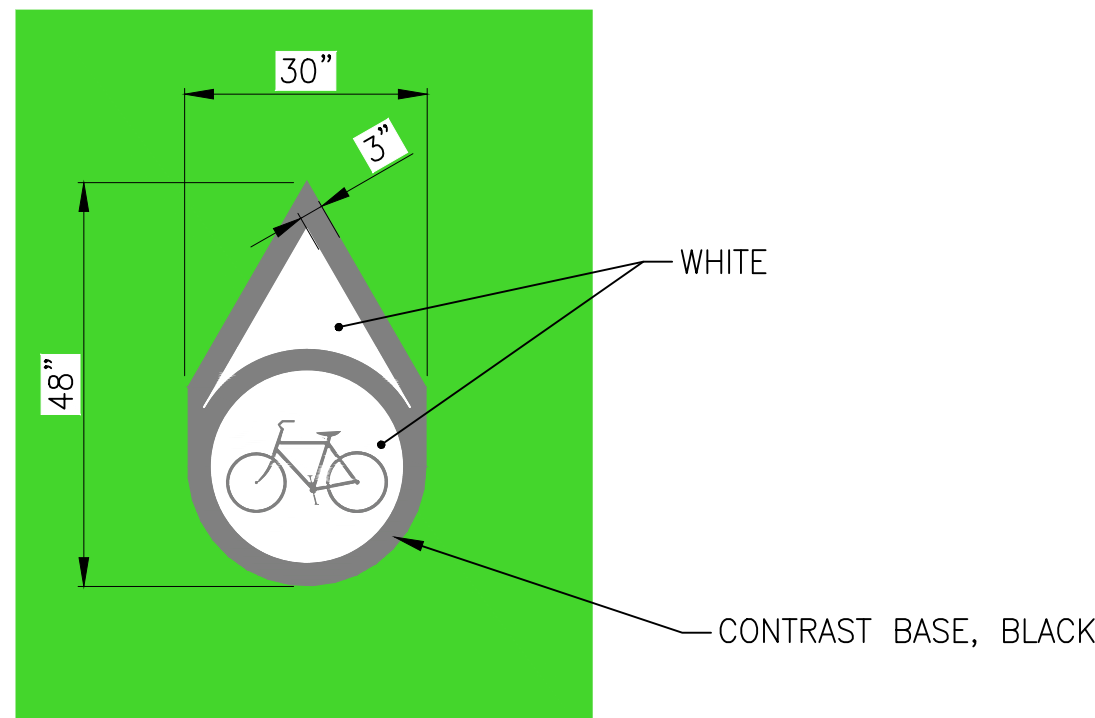
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C5.3 BIKE YIELD SYMBOLS
Scale: NTS



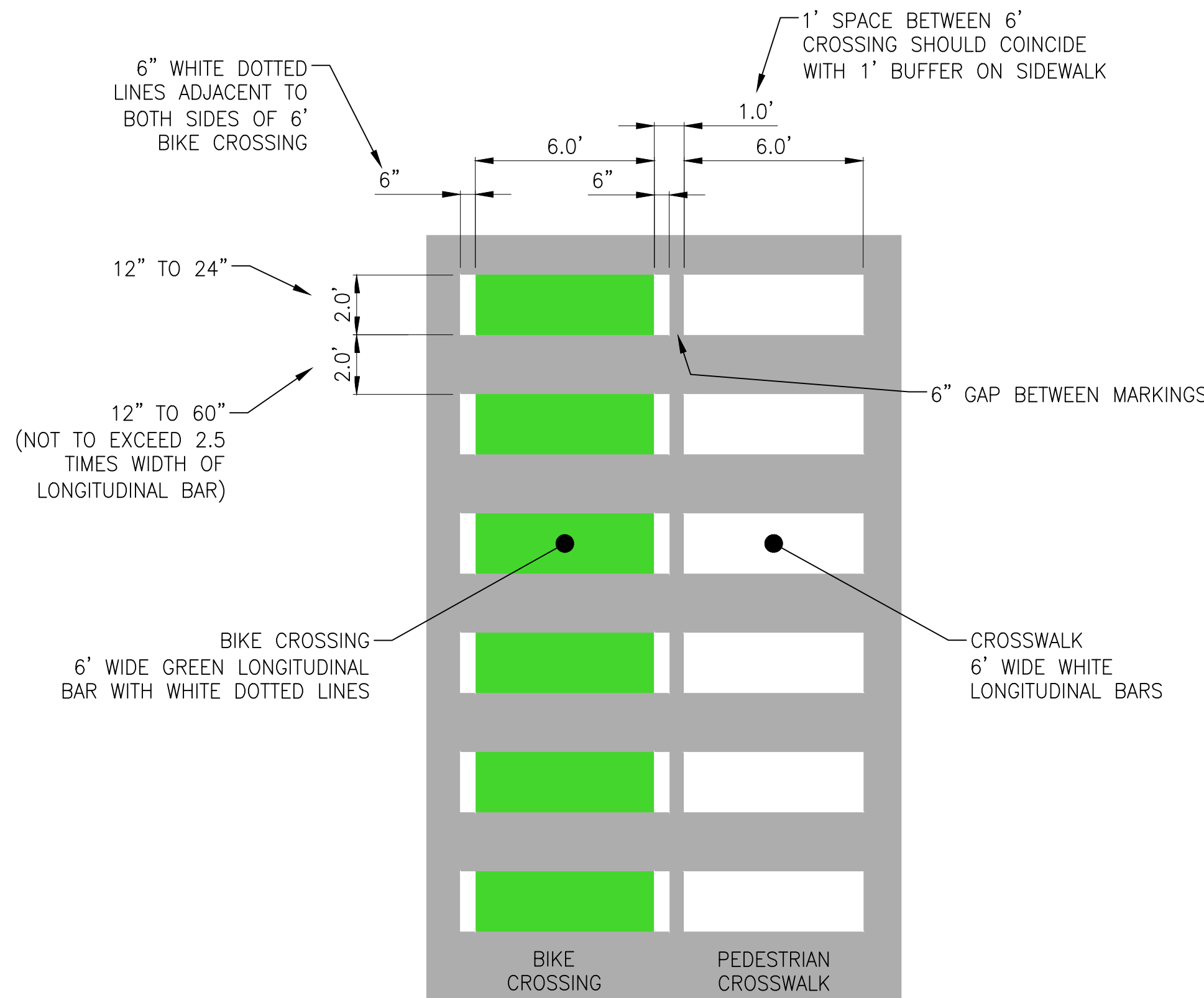
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C5.3 BIKE PATH SYMBOL AND ARROW
Scale: NTS



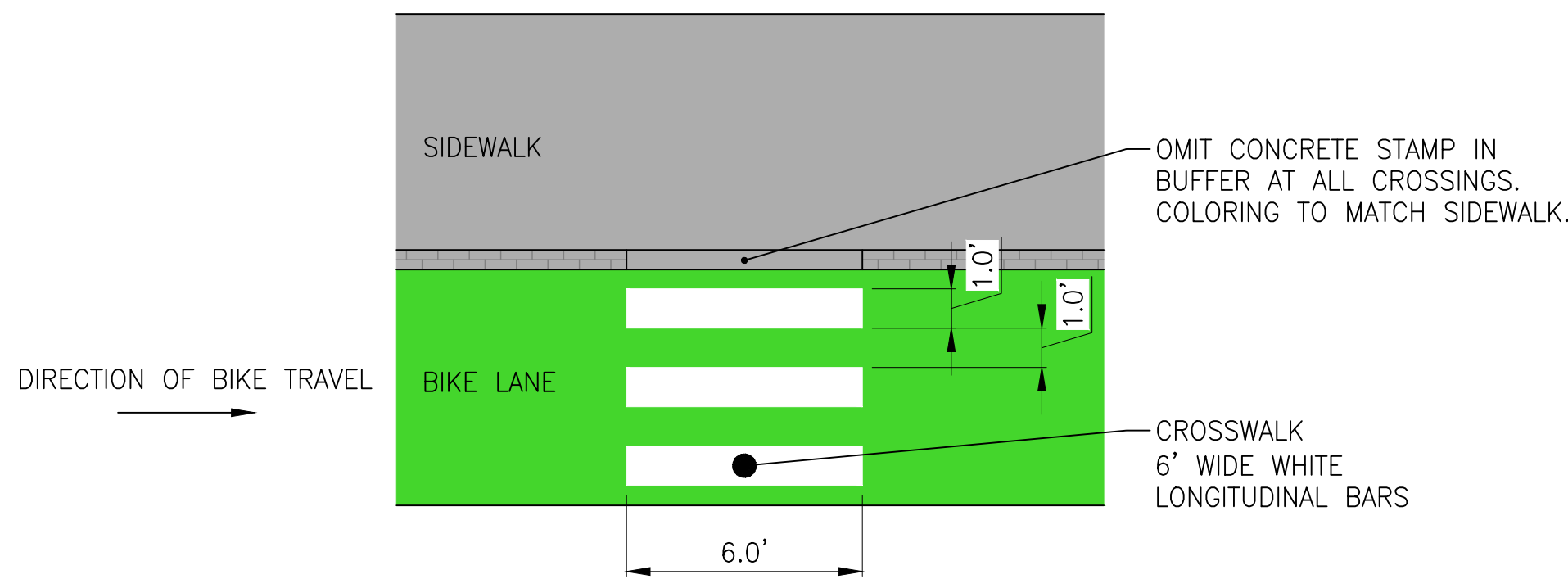
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C5.3 BIKE QUEUE AREA
Scale: NTS



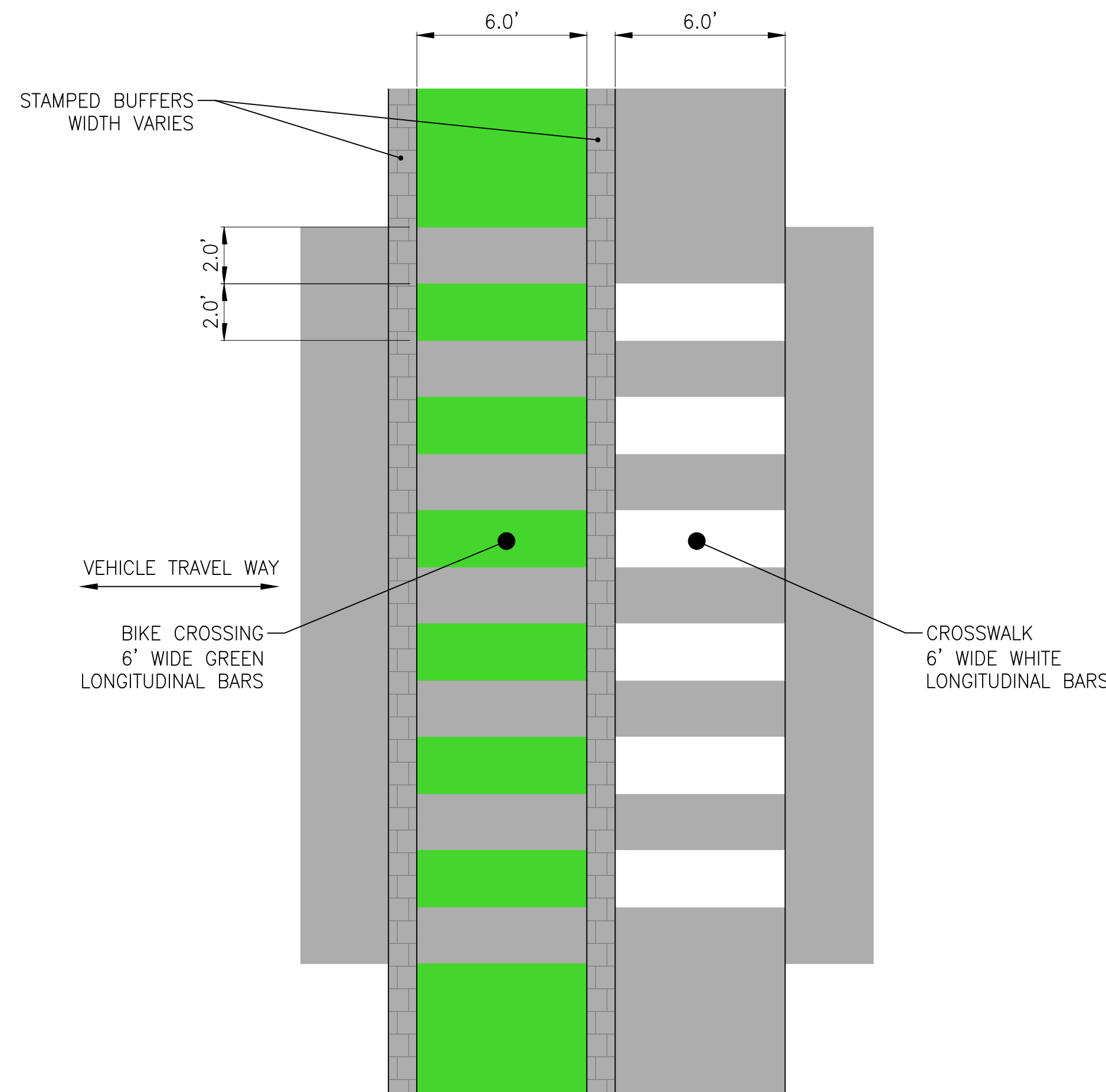
4
C5.3 BIKE EXITING PATH TO ROAD
Scale: NTS



6
C5.3 ADJACENT BIKE AND PEDESTRIAN CROSSWALK
Scale: NTS



5
C5.3 PEDESTRIAN CROSSWALK ON BIKE LANE
Scale: NTS



7
C5.3 ADJACENT BIKE AND PEDESTRIAN CROSSWALK WITH BUFFERS
Scale: NTS

NOTES:

1. SEE PLAN VIEW FOR SYMBOL PLACEMENT
2. MARKINGS AND SIGNS PER MUTCD 11TH EDITION
3. ALL BIKE PATHS TO BE GREEN PAVEMENT

DRAWING TITLE
MARKING AND STRIPING DETAILS

JOB TITLE
SCOTT LANE / MAPLE WAY
BIKE, PEDESTRIAN ADA IMPROVEMENTS
JACKSON, WYOMING

DRAWING NO
C5.3

JOB NO
20-259-01

DATE	SURVEYED	ENGINEERED	DRAWN	CHECKED	APPROVED
12/18/2024	NELSON	ENG.	DD	AB/CEB	DD

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P.O. BOX 1599, JACKSON WYOMING (307) 733-2087

STAFF REPORT



Meeting Date:	February 18, 2025	Meeting Title:	Regular Town Council
Submitting Department:	Internal Services	Presenter:	Lynsey Lenamond
Agenda Item:	2025 Annual Liquor License Renewals	Public Comment:	Yes

Purpose & Policy Considerations.

The Town Council is the local licensing authority for the issuance, renewal, and transfer of all liquor licenses within the Town of Jackson and, when it does so, is required to consider the statutory factors found in Wyo. Stat. §12-4-104(b) as well as the standards found in Jackson Municipal Code §6.60.010. All annual liquor licenses expire on March 31st each year and Wyo. Stat. 12-4-104(b) requires the local licensing authority to conduct a public hearing on renewals at least 30 days prior to expiration of the license.

It is a statutory requirement for the Mayor to OPEN A PUBLIC HEARING on the issuance of liquor licenses. In accordance with our notice, and per Wyoming Statute, protests will be heard against the issuance during this hearing. Additionally, staff presentation, public comment, and Council discussion will take place during this hearing. The procedure is as follows:

1. Mayor Jorgensen opens the public hearing.
2. Mayor Jorgensen asks for the staff presentation on the applications.
3. Mayor Jorgensen calls for any and all public comment.
4. Council discusses the applications.
5. Mayor Jorgensen calls for a motion on the applications and the vote on the motion.
6. Mayor Jorgensen closes the public hearing.

Requested Action.

Staff requests that Council consider findings for the annual renewal of Town-issued liquor licenses.

Recommendations.

Staff recommends approval of all applications by applicants listed in the Renewal Chart. Staff also recommends that the current conditions on licenses carry forward with the approval of the renewals.

Background.

As noted above in the purpose, the Wyoming Liquor Division designates the dates of Jackson's liquor license year as beginning on April 1st and ending March 31st. A public hearing is required to be held at least 30 days before the expiration of licenses. The renewal application process begins when the State provides the Town Clerk with the renewal applications. This is a several-month process beginning in October to the time when corrections are done and the Wyoming Liquor Division certifies the applications as complete.

On January 8, 2025 staff provided compliance data to the Town Council as it relates to current liquor license holders. Prior to the renewal public hearing, this information has historically been provided to Council for their consideration for upcoming renewals. The information included results of compliance checks that the Jackson Police Department performed in 2024, as well as the number of calls for service related to alcohol the Jackson Police responded to in the vicinity of licensed premises. That information has also been included as an attachment in this staff report.

The Town received 82 liquor license renewal applications. The attachments to this staff report include a Renewal Chart listing each liquor license under consideration for renewal. Each renewal application has been reviewed by the Internal Services department. The Wyoming Liquor Division is in the process of reviewing the applications in order to certify them as complete in accordance with Wyo. Stat. §12-4-104(d).

Analysis & Key Policy Questions.

Grounds for Nonrenewal. As listed below, the Wyoming Statutes and Jackson Municipal Code provide the Town Council with grounds for denying renewal of a liquor license:

I. Wyo. Stat. §12-4-104(b) provides findings for nonrenewal.

(b) ... A license or permit shall not be issued, renewed, or transferred if the licensing authority finds from evidence presented at the hearing:

- (i) The welfare of the people residing in the vicinity of the proposed license or permit premises shall be adversely and seriously affected;
- (ii) The purpose of this title shall not be carried out by the issuance, renewal or transfer of the license or permit;
- (iii) The number, type and location of existing licenses or permits meet the needs of the vicinity under consideration;
- (iv) The desires of the residents of the county, city or town will not be met or satisfied by the issuance, renewal or transfer of the license or permit; or
- (v) Any other reasonable restrictions or standards which may be imposed by the licensing authority shall not be carried out by the issuance, renewal, or transfer of the license or permit.

II. Jackson Municipal Code 6.60.010 provides grounds for nonrenewal:

A. A license or permit shall not be renewed or transferred if such renewal or transfer violates Wyo. Stat. Ann. Title 12 of the Jackson Municipal Code.

B. The following, whether one (1) or more, may constitute a basis for nonrenewal of a license or permit:

- 1. Failure of the Licensee to comply with any provision of state liquor law or this Title;
- 2. Failure of the Licensee to comply with building occupancy limits after being advised of excess occupancy by a law enforcement or any code compliance officer;
- 3. A pattern of failing to report incidents of illegal acts upon the Licensee's premises which results in injury to persons or property and which the Licensee knew, or should have known about. A "pattern" for purposes of this section is defined as three (3) or more incidents in any twelve (12) month period;
- 4. Failure of the Licensee to comply with Section 6.40.055 Alcohol Server Staff Training Required;
- 5. Failure of initial, consecutive, and/or cumulative compliance checks conducted pursuant to Wyo. Stat. Ann. Title 12-6-103.
- 6. Failure to comply with the Plan of Operations set forth in the license application, or as amended.

Possible Alternatives.

- 1. Approve all applications listed in the Renewal Chart.
- 2. Remove application(s) from the Renewal Chart for a separate discussion and motion and approve the remaining applications listed in the Renewal Chart.
- 3. Continue one or multiple applications to the March 3, 2025 Council meeting and approve the remaining applications listed in the Renewal Chart.
- 4. Continue all renewals to the March 3, 2025 Council meeting, keeping in mind that renewals must be acted on before expiration on March 31st.

Comprehensive Plan & Priority Alignment.

The decisions related to renewal or non-renewal correlate to the health, safety, and welfare of the community as discussed in Section 8, Quality Community Service Provision.

Fiscal Impact.

Renewal of these liquor licenses will generate approximately \$192,301 in renewal fees paid to the Town of Jackson.

Staff Impact.

Renewal applications generate a significant impact on staff. It takes approximately five (5-7) months to prepare applications for distribution, reviewing each application including cross-checking the previous year's application, following-up on missing information, providing applications to the Wyoming Liquor Division and following-up on their review, preparing and providing the newspaper with required legal publishing and posting online, and processing police call and compliance information. Once renewals are approved by Council, approval cards for each license are provided to the State, issuance letters and license certificates are printed and mailed to licensees, and applications are placed in respective liquor files. Staff hours are estimated at 250 hours in the Internal Services Department, along with approximately 10 hours spent by the Administration, Legal, Planning, Fire, and Police Departments.

Attachments or Links.

Current Authorized/Issued Number of Licenses Chart

Renewal Chart

Conditions Chart

Compliance Data/Calls for Service Data

Suggested Motion.***If Council renews all liquor licenses at once:***

Having considered the statutory factors in Wyo. Stat. §12-4-104(b) and Jackson Municipal Code §6.60.010 for each license listed in the Renewal Chart, I move to approve the liquor license renewal applications for the 2025–2026 liquor license year as presented and with the following conditions:

1. Renewed liquor licenses are subject to the same conditions and restrictions of the initial license approval, including any amendments to those initial conditions and restrictions.
2. Any additional minor corrections made by staff and the Wyoming Liquor Division.

Should Council choose alternatives to renewing all licenses in the renewal chart, staff will assist with providing additional motions.

Current TOJ Liquor Licenses

Jackson Population: 10,760 (2020)	Retail	Bar/Grill	Microbrewery	Winery	Resort
# Licenses Authorized	20*	10	20	20	No limit
# Issued by TOJ	20	10	4	0	7
	Restaurant	Limited Retail (Club)	Manufacturer's Satellite	Satellite Winery	
	No limit	No limit	No limit	No limit	
	36	3	1	1	

*In 2016, an annexation took place that included Cutty's. They held a retail liquor license at that time, which they still hold, and it doesn't count towards our authorized number of retail licenses. The Town currently retains one retail liquor license.

2025 Renewal Applicants

The licenses listed below will be included in the motion made for annual renewal unless removed from the discussion by the Town Council.

Applicant	DBA	Address
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RETAIL

Cru LLC	Bin22	200 W. Broadway
Bud's Eastside LLC	Bud's Eastside Liquor	582 E. Broadway
Bochicchio Inc.	Creekside Market & Deli	545 N. Cache St. #8
Cutty's Bar & Grill LLC	Cuttys	1140 W HWY 22
Anvil Hotel Partners LLC	Glorietta	242 N. Glenwood St.
Hotel JH LLC	Hotel Jackson	120 N. Glenwood
Parkland USA Corporation	KJs Phillips 66	1055 W. Broadway
Liquor Store of Jackson Hole Inc	The Liquor Store	115 Buffalo Way
Cowboy Liquor LLC	The Million Dollar Cowboy Bar	25 N. Cache St.
Plaza Liquor LLC	Plaza Liquor	832 W. Broadway
DG JH LLC	The Rose	50 W. Broadway Unit 201
NEB LLC	Sidewinders	945 W. Broadway
SHOPCOO LLC	PEARL ST. MARKET	40 W. Pearl Ave.
The Silver Dollar Inc.	Silver Dollar Bar	50 N. Glenwood
Smiths Food & Drug Centers Inc.	Smith's Food & Drug #184	1425 S. Hwy 89
Snake River Corporation	Snake River Grill	84 E. Broadway
VFJH LLC	Spirits & Spice	80 W. Broadway Unit 101
Sweet Cheeks Meats LLC	Sweet Cheeks Meats	185 Scott Ln. Suite A
Virginian Liquor LLC	Virginian Tavern	750 W. Broadway
Whole Foods Market Rocky Mountain/Southwest LP	Whole Foods Market	1155 S. Hwy 89

BAR and GRILL

Coe LLC	Coe Tavern	85 S. King St.
Hand Fire Pizza JH LLC	Hand Fire Pizza	120 N. Cache St.
The Local Restaurant LLC	Local Restaurant & Bar	55 N. Cache
Illamar LLC	Pinky G's Pizzeria	50 W. Broadway
Merry Piglets Mexican Cantina & BBQ LLC	The Merry Piglets	160 N. Cache St.
Rusty Parrot Lodge & Spa	The Wild Sage	175 N. Jackson St.
Movieworks LLC	Movieworks	860 S. Hwy 89
Just Juice LLC	Kalu	140 N. Cache St. Unt C
Diamond G Theatrics LLC	Jackson Hole Playhouse	145 W. Deloney Ave.
Kampai Holdings LLC	Kampai	175 Center St.

MICROBREWERY

Get Funky LLC	Roadhouse Tasting Room	1225 Gregory Ln.
Get Loose LLC	Roadhouse Brewing Co Pub & Eatery	20 E. Broadway
Teton Brewing Company LLC	Stillwest Brewery & Grill	45 E. Snow King Ave.
SRB Operations LLC	Jackson Hole Pub & Brewery Snake River Brewing	265 S. Millward

RESORT

CCC's Center Street LLC	The Cloudveil	112 Center St.
Snow King Mountain Resort LLC	King's Grill	402 E. Snow King Ave.
ACP LJH 80 Scott Holdings LLC	The Lodge at JH	80 Scott Lane
Johnson Resort Properties	The Rustic Inn	425 N. Cache
Benchmark Hospitality Of Wyoming LLC	Snow King Resort	400 E. Snow King
Virginian Liquor LLC	Virginian Lodge & RV Park	750 W. Broadway
CCC's PBI LLC	Mountain Modern Motel	380 W. Broadway

RESTAURANT

Annie's Kitchen LLC	Annie's Thai Kitchen	265 W. Broadway
Big Hole BBQ Jackson LLC	Big Hole BBQ	325 W. Pearl Ave.
BL Restaurant LLC	The Blue Lion	160 N. Millard
Flat Creek BBQ LLC	Bubba's	100 Flat Creek
Made in Jackson Hole Inc	The Bunnery	130 N. Cache St.
135 E. Broadway LLC	Café Genevieve	135 E. Broadway
930 Broadway Concession LLC	The Whistling Grizzly at Wyoming Inn	930 W. Broadway
China Fun WY LLC	China Fun Restaurant	826 W. Broadway
Chinatown Lee Inc	ChinaTown Restaurant	850 W. Broadway Suite A
Abuelito Group LLC	El Abuelito Family Restaurant	385 W. Broadway
Everest Momo Shack LLC	Everest Momo Shack	245 W. Pearl Ave.
Fiesta Jackson LLC	Fiesta Mexican Restaurant	975 Alpine Ln. #3
YOR Restaurant Group Corp.	Gather	72 S. Glenwood
The Gun Barrel Steakhouse LLC	The Gun Barrel	862 W. Broadway
Caliente Taqueria LLC	Hatch Taqueria & Tequilas	120 W. Broadway
Jackson Drug LLC	Jackson Drug	15 E. Deloney Ave.
King Sushi Company LLC	King Street Sushi	75 King St.
The Kitchen LLC	The Kitchen	155 N. Glenwood
LBJH LLC	Liberty Burger	160 N. Cache
J & J Food Company LLC	Miazga's	399 W. Broadway
Il Ferraio LLC	Orsetto	161 Center St.
Persephone Bakery LLC	Persephone Bakery	145 E. Broadway
Selkirk Inc.	Pica's	1160 Alpine Ln.
JH Pizzeria LLC	Yeah Buddy Pizza	20 W. Broadway
Get Loose LLC	Roadhouse Brewing Co Pub & Eatery	20 E. Broadway

SRRC Eatery LLC	Snake River Roasting	50 W. Broadway
SRB Operations LLC	Jackson Hole Pub & Brewery	265 S. Millward
Teton Brewing Company LLC	Stillwest Brewery & Grill	45 E. Snow King Ave.
Nicolas Sosa	Tacos Y Tortillas El Metate	850 W. Broadway Suite H
The Indian Room LLC	Teton Tiger	165 N. Center St.
Thai Plate Cuisine Inc.	Thai Plate	145 N. Glenwood
Alpine Hotel Partners LLC	The Alpine House	285 Glenwood
Tijuana Mexican Restaurant LLC	Tijuana Authentic Mexican Restaurant	529 Hwy 89 #4 & 5
WLB LLC	Trio	45 S. Glenwood
White Buffalo Club LLC	The White Buffalo Club	160 W. Gill Ave.
Roosevelts LLC	Roosevelts	140 N. Cache St.

LIMITED RETAIL (CLUB)

BPO Elks 1713	BPO Elks 1713	270 W Broadway
American Legion Post #43	Jackson Hole Post #43	190 N Cache ST
Community Center For The Arts Inc	Center For The Arts	265 S Cache

WINERY

NA		
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SATELLITE WINERY

Jackson Hole Winery	Jackson Hole Winery	98 Center St. Unit C
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MANUFACTURER'S SATELLITE

Wyoming Whiskey Inc.	Wyoming Whiskey Tasting Room	45 West Broadway
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NON RENEWALS

TYPE

Not Applicable		

CONDITIONS AND RESTRICTIONS CHART

The following conditions and restrictions of approval previously placed by Town Council at the time of the initial license approval (or added since then) will carry forward to the renewed license.

Hotel Jackson	The retail liquor license was approved on November 18, 2013 for Woodshed, LLC and conditioned to prohibit the use of the liquor license in the aspect of a package retail liquor store. *The license was transferred to Hotel JH, LLC on June 1, 2015 with the same restriction.
Creekside	The retail liquor license was approved on August 2, 2001 and included one condition as volunteered by the applicant, the license will revert back to the Town of Jackson if Bochicchio, Inc dba Creekside Market and Deli goes out of business.
Glorietta	The retail liquor license was transferred from Nani's Inc. on November 2, 2015 to Anvil Hotel Partners LLC and conditioned as follows: The retail liquor license is restricted from including a package liquor store component, except for bottled Italian wines.
Snake River Grill	The retail liquor license was approved on February 6, 2006 for Snake River Corporation and conditioned as follows; that the license is conditioned to prohibit a package liquor store component.
Spirits & Spice	The retail liquor license was approved on August 2, 2011 for VFJH, LLC and conditioned as follows: As volunteered by the applicant, the license will revert back to the Town of Jackson if VFJH, LLC goes out of business. In November 2018, Council approved the location transfer from 60 E Broadway to 80 W Broadway, Suite 101 and added specific language to motion: Alcoholic beverages may be sampled on the premises by customers and sold by the package. Tenant shall be permitted to serve and sell alcohol, wine and/or beer by the glass for private or promotional events on the premises.
Roadhouse (on Gregory)	On March 20, 2017, the microbrewery license was approved with the following conditions: • All sales of other malt beverages for on-premises consumption must be obtained through a licensed wholesale malt beverage distributor. • The applicant shall request, and obtain Town Council approve prior to any service or consumption of alcohol on any outdoor deck or patio. • The brewery operation shall be allowed to have a 'tasting room' that is incidental to the principal brewery use. A 'tasting room' is an incidental use to the brewery provided it complies with the following provisions: a) The hours of operation for the tasting room shall be limited to, opening no earlier than 4:00 p.m. and closing no later than 10:00 p.m. b) Only free samples of food shall be served to customers for on-site consumption;

	c) A maximum of ten seats shall be provided and the 'tasting room' shall be limited to 10% of the total square footage. d) On-premises consumption shall be limited to 10% of yearly production. A revised restriction placed on this license at the time of renewal on March 7, 2022: e) Maximum occupancy inside the 'tasting room' shall, at all times, be no more than 30 persons, not to include customers associated with an organized tour.
The Alpine Hotel	On May 5, 2023 the license was approved and conditioned that alcohol service is for hotel guests only.
Pearl St. Market	On August 15, 2022, the retail license was conditioned that the market must remain a market that sells packaged food, pre-packaged ready-to-eat meals, basic household goods, and be operated on a self-service basis.
DG JH LLC	The retail liquor license was approved on May 25, 2010 for Pink Garter LLC and conditioned as follows: all alcohol sales will be for * on-premises consumption only, and when minors are permitted in the theater area alcohol consumption will be prohibited in the theater area. * On August 1, 2016, Council lifted the condition of approval that alcohol sales were for on premises consumption only and added a new condition that the package retail store would close at 10:00 p.m.
CCC'S PBI LLC	The Resort liquor license was approved on August 7, 2023 with the condition that the Triple M shall serve food and/or drink only to Mountain Modern guests. If the Triple M desires to serve food and/or alcohol to the general public, then it shall first receive approval of a Basic Use Permit from the Town.

Compliance Checks

Jackson Police Officers have conducted 60 alcohol compliance check visits during 2023. The Police Department conducts at least 60 alcohol-related compliance checks per year, based on the State's requirements for grant funding. Please note that the PD also completes 90 tobacco-related ID compliance checks per year.

Of the 60 alcohol-related visits this calendar year, 23 were incomplete due to business closures. Of the completed compliance checks, there were 44 passes and 2 failures. Chief Weber and Sgt. Tony Matthews manage the Town's compliance check program and can answer questions or provide more information if needed.

History:	2024	37 checks	95%, or 35 passed	5%, or 1 fail and 1 warning
	2023	46 checks	96%, or 44 passed	4%, or 2 failed
	2022	41 checks	90%, or 37 passed	10%, or 4 failed
	2021	37 checks	73%, or 27 passed	27%, or 10 failed

37 Completed Compliance Check Visits in 2024		
Date	35 Passed	1 Failed, 1 Warning
January	Pearl St. Market, Persephone, Hotel Jackson, Jackson Hole Playhouse, Kalu, Snow King Resort, Annie's Thai Kitchen, Mountain Modern, China Fun, China Town, Jackson Drug, Teton Tiger, Cloudveil, Orsetto, Blue Lion, Coe Tavern, Rustin Inn, El Abuelito, Cutty's, Movieworks	Thai Plate - warning
November	Local, Pinky G's, Miazga's, Smith's, Tijuana, Pica's, The Liquor Store, Plaza Liquor, Bud's, Jackson Hole Winery, Roadhouse Restaurant, Cowboy Bar, Fiesta, Tijuana, Bin 22	Plaza Liquor - failure

Jackson Police Calls for Service. Our Compliance Office, Rob Andazola, researched dispatch calls during the time period of November 1, 2023 through October 31, 2024 and generated a report including calls for service related to alcohol presented below by call type.

PUBLIC INTOXICATION

50 calls at or near 20 liquor-licensed establishments.

Cowboy Bar	15
Bubba's BBQ	2
Roadhouse Eatery	1
Hotel Jackson	1
Pinky G's	1
The Liquor Store	1
Local Restaurant	1

The Rose	8
Plaza Liquor	1
Pica's	1
The Silver Dollar Bar	4
Smith's Liquor	1
Spirits & Spice	1
Virginian Tavern	4
Trio	1
Whole Foods	1
Cloudveil	2
Kalu	1
Mountain Modern	2
Jackson Hole Playhouse	1

REDDI (REPORT EVERY DRUNK DRIVER)

6 calls at or near 5 liquor-licensed establishments.

Cutty's	1
Hotel Jackson	1
KJ's Phillips 66	1
Pica's	1
Smith's	2

FAKE ID

33 calls at or near 5 liquor-licensed establishments. **The establishments listed are the ones making the false ID calls to the Police Department.**

Cowboy Bar	26
KJ's Phillips 66	2
The Rose	2
The Silver Dollar Bar	2
Virginian Tavern	1

DISTURBANCE

90 calls at or near 16 liquor-licensed establishments.

Cowboy Bar	30
Bin 22	1
Roadhouse Eatery	1
Pinky G's	2
KJ's Phillips 66	1
Persephone Bakery	1
The Rose	23
Plaza Liquor	1
Pearl St. Market	1
The Silver Dollar Bar	8
Virginian Tavern	7
Whistling Grizzly	1
Gather	1
Cloudveil	2
Kalu	6
Mountain Modern	4

TRESPASS

20 calls at or near 12 liquor-licensed establishments.

Cowboy Bar	2
Roadhouse Eatery	1
The Gun Barrel	1
Teton Tiger	1
Persephone Bakery	1
The Rose	7
The Silver Dollar Bar	1

Virginian Tavern	2
White Buffalo Club	1
Whole Foods	1
Whistling Grizzly	1
The Alpine House	1

ASSAULT/FIGHT

8 calls at or near 6 liquor-licensed establishments.

Cowboy Bar	2
The Local Restaurant	1
The Rose	1
Plaza Liquor	1
The Silver Dollar Bar	1
Smith's	2

STAFF REPORT



Meeting Date:	February 18, 2025	Meeting Title:	Regular Town Council Meeting
Submitting Department:	Planning Department	Presenter:	Katelyn Page
Agenda Item:	P24-105 Request for a Conditional Use Permit for Outfitter/Tour Operator use at 1300 Carol Lane	Public Comment:	Yes

Purpose & Policy Considerations.

A Conditional Use Permit (CUP) is required in the Business Park (BP) zoning district by the Town of Jackson Land Development Regulations (LDRs) to operate an Outfitter/Tour Operator use. Town Council makes the final decisions for CUPs.

Requested Action.

The applicant, representing Jackson Hole Eco Tour Adventures (JHETA), requests approval of a CUP for Outfitter/Tour Operator use at the property addressed 1300 Carol Lane.

Recommendation.

The Planning Director recommends **approval** of a CUP for Outfitter/Tour Operator use at the property addressed as 1300 Carol Lane, subject to the departmental reviews attached hereto, and the following three (3) conditions:

1. Prior to issuance of CUP, applicant shall stripe proposed onsite parking consistent with approved parking and striping plan.
2. Prior to issuance of CUP, applicant shall replace all existing nonconforming exterior lighting to meet standards of LDR Sec. 5.3.1 (Exterior Lighting).
3. The Property owner shall ensure that vehicles are not temporarily parked in Carol Lane or other areas of the public right-of-way when vehicles are being valet parked and reparked, unless allowed by an approved encroachment agreement.

Key Policy Question.

Staff have not identified any key policy questions for consideration at this time.

Background.

Per the applicant, JHETA has been in business in Jackson since 2008 and has been located at 1300 Carol Lane since October 2017. The Town's municipal code requires a business license for each location where a business is physically located. A business license application was applied for JHETA to locate at 1300 Carol Lane in January 2024 which was Town's first indication that the business had been operating in the BP zone without an approved business license or use permit. Since that time, staff have been working with the property owner to gain compliance through the CUP process.

Project Location

The property located at 1300 Carol Lane ("Property") is legally described as LOT 6, M-B SUBDIVISION of the Town of Jackson. An aerial photo of the Property with zoning notation is shown on the following page:



Existing Conditions

The Property, owned by Canyon's Fund, LLC, is 0.197 acre lot located in the BP zone. Surrounding properties are also zoned BP. The Property takes access from Carol Lane to the west and does not have a secondary street or alley. The Property includes a 3,500sf commercial structure comprised of 910sf habitable floor area and 2,590sf unconditioned storage and vehicle garage that can accommodate up to four (4) vehicles (tandem parked in two rows). The Property includes a paved parking surface accommodating approximately 4-6 vehicle parking spaces. An additional eleven (11) informal vehicle parking spaces are located along the western property line partially encroaching the public right-of-way (ROW) along Carol Lane.

Previously, in 2010, the Property received approval for Final (Minor) Development Plan P10-074 for Heavy Retail/Service use (feed store) which is the most recent approved use at the Property. Approval of P10-074 required the Property owner at the time to obtain an encroachment agreement for the use of parking spaces partially within the Town public ROW along Carol Lane. Staff were unable to verify that an agreement was ever executed by the Town or recorded with the County Clerk. Therefore, because no encroachment agreement is currently recorded, it is staff's conclusion that vehicles parked at the Property encroaching the public ROW are currently not permitted in that location.

This type of informal, and nonpermitted, encroaching parking is not uncommon in the BP zone, including at neighboring properties along Carol Lane. Staff have informed the applicant that they will need to apply, and receive approval from Town Council, for an encroachment agreement if they wish to continue to use the parking

that encroaches into the ROW along Carol Lane. In conversation with the applicant, it is their intent to continue to utilize the parking along Carol Lane and plan to immediately apply for an encroachment agreement should the CUP be approved by Council. It is typical of such agreements that any approved parking in the ROW may not be used to fulfill an onsite parking requirement. Thus, review of parking associated with this CUP should be considered independently from any future proposed agreement with Town to allow parking in the ROW along Carol Lane.

The Property has some existing nonconformities including building setbacks, minimum LSR, minimum plant units, and exterior lighting. Explained in further detail in the analysis section below, staff include a condition of approval addressing compliance for exterior lighting prior to issuance of the CUP as required by LDR Sec 1.9.6 (Nonconforming Lighting). However, as the proposed change of use does not increase the total floor area or use of the property, the remaining nonconforming items, such as those listed above, do not require compliance with the LDRs at this time and may be maintained as permitted by LDR Sec. 1.9.3. Thus, nonconformities apart from exterior lighting do not require further analysis at this time.

Proposed Use

The applicant is seeking a CUP for 3,500sf of Outfitter/Tour Operator use. Per the applicant, the Property will be used for JHETA's base of operations including location to store, maintain, and clean tour vehicles and for ancillary office space for administrative needs (ex: reservation booking). It will also serve as a gathering point for JHETA guides to meet and exchange their personal vehicles or bicycles for company owned tour vans before heading out to pick up clients at their places of lodging or other meeting points.

Per the applicant, JHETA employs between 7 and 33 full time employees throughout the year. Of that total, 2 employees are typically onsite at any given time to fulfill administrative needs. Operational impact fluctuates based on seasonal demand and tour workload is outlined in Table 1 below.

Table 1
Summary of Seasonal Operations

Season	Operational Hours	Full Time Employees (approx.)
Summer: June-September	5am-10pm (guides stagger departures and arrivals at site)	33
Winter: December-March	7am-4pm	21
Spring and Fall: October, November, April, May	7am-dusk	7

Analysis.

The purpose of a CUP is to individually and publicly review the configuration, density, and intensity of a use that is generally compatible with the character of a zone, but requires additional, site-specific conditions to limit and mitigate effects that may be adverse to the desired character of the zone. After reviewing the applicant's submittal, staff find that, as conditioned, the proposed use is compatible with the intended character of the BP zone.

Vehicular Access and Parking

As conditioned, staff are supportive of the applicant's onsite parking plan to meet the needs of the Outfitter/Tour Operator use. Outfitter/Tour Operator use allows an independent parking calculation to establish the required onsite vehicle parking minimum at the property. The applicant's independent calculation is based upon average number of employees and considers that customers do not visit the Property at the beginning or end of tours but are picked up by guides elsewhere, typically at local hotels. Per the applicant, guests do not begin or end tours at the property and tour guides and office staff are the only individuals frequenting the property.

The existing parking facility is configured to accommodate approximately 8-10 vehicle spaces and consists of a paved surface with poorly defined parking stalls accommodating approximately 4-6 outdoor parking spaces with an additional 4 vehicle parking spaces within the garage. Staff are supportive of tandem parking solutions at the Property because JHETA, like many other Outfitter/Tour Operator, Industrial, and Heavy Retail/Service businesses in the BP zone, uses "valet style" parking controlled entirely by onsite employees with the general public not frequenting the property. This means tandem parking is able to fulfill business needs unlike when members of the general public need immediate, unsupported, access to their vehicles without being blocked by tandem setups.

Unlike most nonresidential properties in the Town, minor industrial streets of Berger Lane, Martin Lane, and Carol Lane in the BP zone allow considerable flexibility in terms of parking setbacks, backing movements, and overall vehicle maneuverability (LDR Sec. 2.3.10.E). Because of this flexibility and the fact that an independent calculation – which can be highly variable depending on the specific needs of a particular use – is used to determine parking requirement of Outfitter/Tour Operator use, staff is supportive of taking a more practical than theoretical approach to parking for the proposed tour operator. In this case, staff's approach for parking compliance is that, as long as they contain all parking impacts on the Property and do not negatively impact neighbors or the public ROW, then they have met the Town' parking requirement. This means a minimum required amount of onsite parking will not be imposed. It is based on this reasoning that staff recommend conditions of approval to address the exchange of vehicles in the public ROW and to improve onsite vehicle parking delineation.

Included in staff department review of the project, staff required the project to submit an updated parking and striping plan that formalizes the vehicle parking onsite. This parking and striping plan is attached to this staff report and proposes 10 total spaces at the property – 4 spaces within the garage and 6 spaces outdoors – and significantly clarifies vehicle parking on the property beyond existing conditions. Staff recommend a condition of approval to stripe the parking facility in accordance with that accepted plan prior to issuance of the CUP.

Though there is currently no formalized encroachment agreement for parking along Carol Lane, JHETA currently uses both onsite and on street parking (the spaces along Carol Lane which encroach into the ROW). Because encroachment agreements have typical language reserving Town's right to utilize area in an encroachment agreement should it need to do so for any public need, parking spaces within those defined areas are generally not permitted to be used to fulfill required parking, only additionally parking. Particularly as a majority of the

parking space length in question encroaches the ROW, staff supports allowing only onsite vehicle parking spaces to meet parking demand at the Property.

Visual, Nuisance, Environmental and Public Infrastructure Impacts

The primary adverse impacts from the proposed use at the Property occur from nonconforming exterior lighting and potential vehicle movements in the public ROW. Consistent with CUP approvals of other Outfitter/Tour Operator uses which rely heavily on employees exchanging personal for company vehicles several times a day, staff recommend a condition of approval that vehicles are not temporarily parked in the ROW, namely areas within Carol Lane, during the exchange of personal and company vehicles so as to block or impede the ROW.

The Property has existing exterior lighting nonconforming to LDR Sec. 5.3.1 (Exterior Lighting Standards). The Town's exterior lighting standards were recently updated to help eliminate or reduce the nuisance and hazards of light pollution, such as glare, light trespass, sky glow, energy waste, and negative impacts on the nocturnal environment. LDR Sec. 1.9.6.F (Nonconforming Lighting – Other Permits) states that compliance for nonconforming lighting is required as part of a review of permits including DRC review, Development Plan, Conditional Use Permit, or Variance. Thus, staff recommend a condition of approval that the applicant shall replace all existing nonconforming exterior lighting to meet standards of LDR Sec. 5.3.1 (Exterior Lighting).

As conditioned, staff find that the proposed Outfitter/Tour Operator use adequately minimizes adverse negative impacts of the proposed use to adjacent properties.

Affordable Workforce Housing Mitigation

The proposed change of use is exempt from affordable workforce housing mitigation per LDR Sec. 6.3.2.C.7 (Nonresidential Changes of Use) which exempts mitigation for changes of use between all nonresidential uses that occur two (2) or more years after the existing building received initial Certificate of Occupancy.

Planning Commission

The Planning Commission (PC) reviewed this project at the November 6, 2024, regular meeting and recommended approval to the Town Council (6-0) as presented and conditioned with the exception to allow flexibility for the applicant to stripe the parking facility after the winter season with no delay to issuance of the CUP. Staff note such timing flexibility can be accomplished through a bonding process rather than altering the recommended conditions of approval as currently written.

Public Comment.

Staff did not receive public comment directly related to the review of this CUP.

Findings.

Pursuant to Section 8.4.2.C (Findings for Approval) of the Land Development Regulations, a CUP shall be approved if the following findings can be met.

1. *Consistency. The proposed Conditional Use is consistent with the purposes and organization of the LDRs.*

Complies. Staff find that proposed use is consistent with the purposes and organization of the LDRs and, as conditioned, is generally compatible with the desired character of the BP zone.

2. *Use Standards. The proposed Conditional Use complies with the use-specific standards of Division 6.1.*

Complies if conditioned. Staff find the proposal, if conditioned, complies with the standards of Division 6.1. The applicant shall ensure all parking and vehicle maneuvering does not negatively impact the public ROW. The nonresidential change of use is exempt from required housing mitigation.

3. *The proposed Conditional Use minimizes adverse visual impacts.*

Complies if conditioned. Staff find the proposal, if conditioned, minimizes adverse visual impact on adjacent properties and public ROW. Apart from preparation for tours and maintaining and cleaning tour vehicles the majority of business operations occur within the structure or at off-site locations. By requiring the Property owner to install exterior lighting compliant with LDR Sec. 5.3.1 (Exterior Lighting Standards) as required by LDR Sec. 1.9.6 (Nonconforming Lighting), visual impacts of the use will be minimized to neighboring properties and the public ROW.

4. *The proposed Conditional Use minimizes adverse environmental impacts.*

Complies. Staff find that the proposed use minimizes adverse environmental impact on adjacent properties and public ROW. The Property is not located within the NRO or SRO, and no other significant environmental impacts have been identified by staff that are generated from the use.

5. *The proposed Conditional Use minimizes adverse impacts from nuisances.*

Complies. Staff find that the proposed use minimizes nuisance impacts on adjacent properties and public ROW. Staff have not identified any nuisances such as noise or odor that will result from the proposed use.

6. *Impact on Public Facilities. The proposed Conditional Use shall not have a significant adverse impact on public facilities and services, including transportation, potable water and wastewater facilities, parks, schools, police, fire, and EMT facilities.*

Complies if conditioned. Staff find the proposal, if conditioned, will have no significant adverse impacts on public facilities and services. The Property owner shall ensure the exchange of employee and company vehicles is not conducted within areas of the public ROW thus limiting vehicle impact in the immediate public ROW. There are no anticipated negative transportation impacts, or any impacts on schools, police, fire and EMT facilities. No additional public impacts have been identified.

7. *Other Relevant Standards/LDRs. The development and operation of the proposed Conditional Use shall comply with all standards imposed on it by all other applicable provisions of the LDRs and all other Town Ordinances.*

Complies if conditioned. Staff find the proposal, if conditioned, complies with the provisions of the LDRs and with all other Town Ordinances. A condition of approval for the CUP requires the applicant to replace or remove all existing nonconforming exterior lighting as to comply with LDR Sec. 1.9.6.F (Nonconforming Lighting – Other Permits) and LDR Sec. 5.3.1 (Exterior Lighting Standards).

8. *Previous Approvals. The proposed Conditional Use shall be in substantial conformance with all standards or conditions of any prior applicable permits or approvals.*

Complies. Staff find there are no prior applicable permits or approvals with which the proposed use must comply.

Fiscal Impact.

No fiscal impact is identified at this time.

Staff Impact.

The amount of staff hours to review this CUP, including research and report drafting, is approximately 30 hours.

Attachments or Links.

Department Reviews

Applicant Submittal

Suggested Motion.

I move to **approve** Conditional Use Permit P24-105 for Outfitter/Tour Operator use at the property addressed 1300 Carol Lane based upon the findings and conditions presented in the staff report, the departmental reviews, and subject to this staff report dated February 18, 2025.



PERMIT NOTES

Page 1 of 5

Report Run On: Friday, 07 February
2025 12:09

Permit # P24-105

Parcel # : 22-40-16-06-1-03-002

Site Address: 1300 CAROL LANE

Project Name: 1300 Carol Lane - CUP Outfitter Tour Operator

Note Type	Note Code	Text	Created By	Begin Date	End Date
CONDITIONS		1. Prior to issuance of CUP, applicant shall stripe proposed onsite parking consistent with approved parking and striping plan. 2. Prior to issuance of CUP, applicant shall replace all existing nonconforming exterior lighting to meet standards of LDR Sec. 5.3.1 (Exterior Lighting). 3. The Property owner shall ensure that vehicles are not temporarily parked in Carol Lane or other areas of the public right-of-way when vehicles are being valet parked and reparked, unless allowed by an approved encroachment agreement.	KPAGE@JACKS ONWY.GOV	02/07/25	2/7/25



PERMIT NOTES

Note Type	Note Code	Text	Created By	Begin Date	End Date
CONDITIONS		See staff report for analysis and recommended conditions of approval. Final conditions of approval will be communicated in writing (final letter) at the conclusion of public hearing process and Council decision. Parking / striping (condition met prior to Council review): Prior Town Council review, applicant shall submit to the Town a proposed parking and striping plan drawn to a recognized engineering scale that includes dimensioned property lines, vehicle parking stalls, and drive aisles, consistent with department reviews. Proposed parallel space between structure and western property line is not feasible as tandem space and does not appear to meet required parking stall dimensions based on GIS imaging and site plan. This proposed space shall be removed from final parking and striping plans prior to resubmittal. Independent Parking Calculation: Staff has not established a required parking minimum for the site. Instead, conditions of approval shall limit parking impacts to PROW and neighbors and all parking demand must be accommodated on the property. Existing parking spaces encroaching Carol Lane and partially located on 1300 carol lane may not be used to fulfill parking minimums. No parking encroachment agreement is currently recorded. Applicant shall apply for such agreement should they wish to utilize said parking in the PROW. Housing Mitigation: exempt per LDR Sec. 6.3.2.C . Other nonconformities or nonpermitted elements: Sec 1.9.6.F - Compliance for nonconforming lighting is required as part of a conditional use permit. No record of sign permit approval exists for the property. Applicant shall apply for sign permit consistent with standards of LDR Sec. 5.6.1	KPAGE@JACKS ONWY.GOV	10/28/24	10/28/24
GENERAL		Based on fee amount before July 2024	LLENAMOND@J ACKSONWY.GO V	08/08/24	
DEFICIENCY		General / Employee /Operations Clarify number of current employees. Page 10, paragraph 2, mentions between 34 and 5 FTE is this intended to be 34-35 FTE? Please clarify/estimate number of employees driving to site and swapping their personal vehicles for tour vehicles on any given day. List typical operating hours. When employees are onsite vs when tours are happening, and any season changes that may affect operating hours. Staff is looking to understand time of day various intensities/impacts happen at the site. List previous locations, dates operating at those various locations, number of employees at those various locations, and number of tour vehicles utilized by the business at those various	KPAGE@JACKS ONWY.GOV	07/31/24	7/31/24



PERMIT NOTES

locations since its original business license was issued in 2008. The applicant has provided this information via email to staff but please formalize by including in revised application submittal.

Housing Mitigation and Floor area

Floor area confirm habitable and nonhabitable floor area figures. Habitable floor area should include interior storage accessed from the office. Staff assume this storage area is conditioned space thus should be included with habitable floor area calcs. Previous town records reference 910sf habitable. Additionally, page 9 of applicant submittal references garage and storage floor area totaling 2400sf (1800+600). This leaves 1100sf of remaining floor area which does not match the 848sf figure given for habitable floor area. This is likely attributed to the over 1800sf garage) and not including interior storage in floor area counts. Page 12 of application references existing habitable floor area minus floor area dedicated to bathrooms and utility spaces is. The LDRs define habitable floor area as the floor area that can be used for living purposes, usually having access to heat, plumbing, and electricity. Habitable floor area includes studios, exercise rooms, offices, and similar spaces. It also includes foyers, hallways, restrooms, storage, and other common areas within a building. Habitable floor area does not include barns, garages, or unfinished attic space. Please revise application to use accurate, consistent, and precise floor area figures throughout the application and narrative. These figures are used for parking and housing mitigation calculations.

Revise Housing mitigation Calculator for accuracy - Applicant does not correctly show inputs for housing mitigation calculation sheet. Correct input should be the existing habitable sf (approx. 848sf plus any other condition storage. Existing habitable floor area is not 3,500sf). Previous town records reference 910sf habitable) and instead lists gross sf of the building. Step 2 and Step 3 should both list the same amount of habitable floor area as no renovations are proposed. Revise housing mitigation sheet accordingly.

Site Design and Parking

(updated as of 8/21/24) - Applicant may apply for parking easement to park vehicles on western spaces along Carol Lane which encroach the Public right of way. However, any parking spaces in the PROW may not be utilized to fulfill required parking spaces for a use. All required parking must be located fully on the property. Applicant shall address this with resubmittal narrative and site plan. Those updates will make sure a proposed site and parking plan doesn't rely on any potential easement agreement and is approvable as a standalone plan.

Page 9 of narrative, first paragraph, states in the winter, a minimum of 3 tour vehicles are not parked on this site. Where are those vehicles stored/parked in winter? Provide



PERMIT NOTES

address.

Floor plan dimensions Revise floor plan to include dimensions of garage and storage area. Staff is currently unable to determine dimensions for this garage space and how many vehicle parking spaces it can potentially accommodate.

Site plan dimensions - Revise site plan to include dimensions of parking area and drive aisle. Staff is unable to confirm whether current parking area meets requirements of LDR Sec. 6.2.5 Off street parking and loading standards or if the site is potential nonconforming to required parking and drive aisle dimensions. For example, the drive aisle width provided may not meet required width for necessary traffic/maneuvering. Revise to include site plan dimensions.

Parking Encroachment and PROW

Application states it is the applicants understanding that this encroachment into the Carol Lane ROW is a permitted encroachment by the Town of Jackson. This is not the case. Staff has found no record of an executed and recorded encroachment agreement between the Town and the property owner at 1300 Carol Ln. The applicant further states the encroachment has been present since at least 1999 based on aerial photography. Photography does not prove the existence of a legal encroachment, merely that vehicles were physically parked in the ROW at that time. If parking in the PROW is permitted with the CUP, it is likely that Town will require an updated, executed, and recorded encroachment agreement prior to issuance of a CUP.

GENERAL

The bike parking rack could use an upgrade. Given that the bike parking is likely exclusively for the use of employees (not that employees shouldn't be provided a good place to park their bikes), the Pathways Coordinator would support a modification to the bike parking requirements so that the amount of bike parking supplied is in line with the actual demand for this application and use.

BSCHILLING@J 07/29/24
ACKSONWY.GO
V



PERMIT NOTES

Report Run On: Friday, 07 February
2025 12:09

Note Type	Note Code	Text	Created By	Begin Date	End Date
GENERAL		CONDITIONAL USE PERMIT COMPLETED WITH COMMENTS P24-105 CUP Outfitter/Tour Operator Use ADDRESS: 1300 Carol Lane OWNER: EcoTour Adventures / Canyons Fund, LLC APPLICANT: HH Land Strategies, LLC 7/15/2024 Scott Mohror, (307) 733-3079 DATE OF SUBMITTAL: 7/4/2024 DATE OF MATERIALS: 7/3/2024 REVISION NO.: 00 The Engineering Division has reviewed your application for a CONDITIONAL USE PERMIT submitted on and with application materials as dated above. ENGINEERING REVIEW COMMENTS: 1. Engineering reached out to the applicant for their definition of maintenance under 2. Conditional Use Permit Application, paragraph three. Maintenance was described as changing wiper blades, etc. There will be no servicing of vehicles dealing with petroleum products. 2. Engineering is not in favor of allowing the public right-of-way for parking as described in the application under 2. Conditional Use Permit Application, paragraph four.	SMOHROR@JA CKSONWY.GOV	07/15/24	
GENERAL		Building shall be inspected by fire department personnel to ensure the building complies with the provisions of the International Fire Code and local requirements. Annual inspections of the building shall be scheduled with this department.	LPOTZ@JACKS ONWY.GOV	07/11/24	



PLANNING PERMIT APPLICATION
Planning & Building Department

150 E Pearl Ave. | ph: (307) 733-0440
P.O. Box 1687 | www.townofjackson.com
Jackson, WY 83001

For Office Use Only

Fees Paid _____ Date & Time Received _____
Application #s _____

Please note: Applications received after 3 PM will be processed the next business day.

PROJECT.

Name/Description: Jackson Hole EcoTour Adventures - 1300 Carol Lane, Conditional Use Permit
Physical Address: 1300 Carol Lane
Lot, Subdivision: Lot 6, M-B Subdivisdion PIDN: 22-40-16-06-1-03-002

PROPERTY OWNER.

Name: Canyon's Fund, LLC Phone: _____
Mailing Address: PO Box 10872, Jackson, WY ZIP: 83002
E-mail: _____

APPLICANT/AGENT.

Name: Hal Hutchinson, HH Land Startegies, LLC Phone: 307-699-0265
Mailing Address: PO Box 1902, Wilson, WY ZIP: 83014
E-mail: hal@hhlandstrategies.com

DESIGNATED PRIMARY CONTACT.

_____ Property Owner ☒ Applicant/Agent

TYPE OF APPLICATION. Please check all that apply; review the type of application at www.townofjackson/200/Planning

Use Permit

_____ Basic Use
☒ Conditional Use
_____ Special Use

Relief from the LDRs

_____ Administrative Adjustment
_____ Variance
_____ Beneficial Use Determination
_____ Appeal of an Admin. Decision

Physical Development

_____ Sketch Plan
_____ Development Plan
_____ Design Review

Subdivision/Development Option

_____ Subdivision Plat
_____ Boundary Adjustment (replat)
_____ Boundary Adjustment (no plat)
_____ Development Option Plan

Interpretations

_____ Formal Interpretation
_____ Zoning Compliance Verification

Amendments to the LDRs

_____ LDR Text Amendment
_____ Map Amendment

Miscellaneous

_____ Other: _____
_____ Environmental Analysis

PRE-SUBMITTAL STEPS. To see if pre-submittal steps apply to you, go to www.townofjackson.com/200/Planning and select the relevant application type for requirements. Please submit all required pre-submittal steps with application.

Pre-application Conference #: P24-015 Environmental Analysis #: N/A
Original Permit #: N/A Date of Neighborhood Meeting: _____

SUBMITTAL REQUIREMENTS. Please ensure all submittal requirements are included. The Planning Department will not hold or process incomplete applications. Partial or incomplete applications will be returned to the applicant. Go to www.townofjackson.com/200/Planning and select the relevant application type for submittal requirements.

Have you attached the following?

- X **Application Fee.** Fees are cumulative. Go to www.townofjackson.com/200/Planning and select the relevant application type for the fees.
- X **Notarized Letter of Authorization.** A notarized letter of consent from the landowner is required if the applicant is not the owner, or if an agent is applying on behalf of the landowner. Please see the Letter of Authorization template at <http://www.townofjackson.com/DocumentCenter/View/845/LetterOfAuthorization-PDF>.
- X **Response to Submittal Requirements.** The submittal requirements can be found on the TOJ website for the specific application. If a pre-application conference is required, the submittal requirements will be provided to applicant at the conference. The submittal requirements are at www.townofjackson.com/200/Planning under the relevant application type.

Note: Information provided by the applicant or other review agencies during the planning process may identify other requirements that were not evident at the time of application submittal or a Pre-Application Conference, if held. Staff may request additional materials during review as needed to determine compliance with the LDRs.

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

Hal Hutchinson
Signature of Property Owner or Authorized Applicant/Agent
Hal Hutchinson
Name Printed

7/3/2024
Date
Agent
Title



Town of Jackson
150 E Pearl Avenue
PO Box 1687, Jackson, WY 83001
P: (307)733-3932 F: (307)739-0919
www.jacksonwy.gov

Date: 6/28/24

LETTER OF AUTHORIZATION
NAMING APPLICANT AS OWNER'S AGENT

PRINT full name of property owner as listed on the deed when it is an individual OR print full name and title of President or Principal Officer when the owner listed on the deed is a corporation or an entity other than an individual: Taylor Phillips, Canyon's Fund, LLC Title: Sole Member

Being duly sworn, deposes and says that Canyon's Fund, LLC is the owner in fee of the premises located at: _____
Name of legal property owner as listed on deed

Address of Premises: 1300 Carol Lane, Jackson, WY 83014

Legal Description: Lot 6, M-B Subdivision, Plat 375

Please attach additional sheet for additional addresses and legal descriptions

And, that the person named as follows: Name of Applicant/agent: Hal Hutchinson, HH Land Strategies, LLC

Mailing address of Applicant/agent: PO Box 1902, Wilson, WY 83014

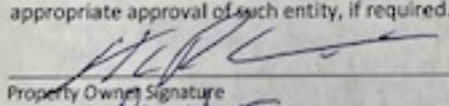
Email address of Applicant/agent: hal@hhlandstrategies.com

Phone Number of Applicant/agent: 307-699-0265

Is authorized to act as property owner's agent and be the applicant for the application(s) checked below for a permit to perform the work specified in this(these) application(s) at the premises listed above:

- ☐ Development/Subdivision Plat Permit Application ☐ Building Permit Application
☐ Public Right of Way Permit ☐ Grading and Erosion Control Permit ☐ Business License Application
☐ Demolition Permit ☐ Home Occupation ☒ Other (describe) Conditional Use Permit

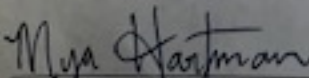
Under penalty of perjury, the undersigned swears that the foregoing is true and, if signing on behalf of a corporation, partnership, limited liability company or other entity, the undersigned swears that this authorization is given with the appropriate approval of such entity, if required.


Property Owner Signature

Title if signed by officer, partner or member of corporation, LLC (secretary or corporate owner) partnership or other non-individual Owner

STATE OF Wyoming)
COUNTY OF Teton) ss.

The foregoing instrument was acknowledged before me by Taylor Phillips this 28th day of June, WITNESS my hand and official seal.


Notary Public

My commission expires:

July 31 2029

MYA HARTMAN
Notary Public - State of Wyoming
Commission ID 168771
My Commission Expires JULY 31, 2029

WARRANTY DEED

Two Step, LLC, a Wyoming limited liability company, GRANTOR(S), of PO BOX 10879, Jackson, WY 83002, for Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, CONVEY(S) AND WARRANT(S) TO Canyon's Fund, LLC, a Wyoming limited liability company, GRANTEE(S), whose address is PO Box 10872, Jackson, WY 83002, the following described real estate, situated in the County of Teton, State of Wyoming, hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of the State of Wyoming, to-wit:

The property described herein is situated in the State of Wyoming, County of Teton, Town of Jackson:

Lot 6 of the M-B Subdivision, Teton County, Wyoming, according to that plat recorded in the Office of the Teton County Clerk on June 6, 1979 as Plat No. 375.

PIDN: 22-40-16-06-1-03-002

Together and including all improvements thereon, and all appurtenances and hereditaments thereunto belonging. Subject to general taxes for the year of closing, local improvement districts, guaranteed revenues to utility companies, building and zoning regulations, city, county and state subdivision and zoning laws, easements, restrictive covenants, and reservations of record.

GRANTOR: TWO STEP LLC
GRANTEE: CANYONS FUND LLC
Doc 0936452 Filed At 14:54 ON 09/29/17
Sherry L. Daigle Teton County Clerk fees: 15.00
By Mary Smith Deputy Clerk

WITNESS the due execution and delivery of this Warranty Deed this 29 day of September, 2017.

Two Step, LLC, a Wyoming limited liability company

Kathy Ann Schlagel

Kathy Ann Schlagel, fka Kathy Flickinger, Manager

Kelly Hatch

Kelly Hatch, Manager

STATE OF Wyoming,
COUNTY OF Teton) ss.

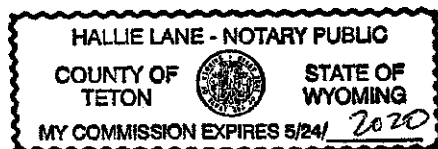
The foregoing instrument was acknowledged before me by Kathy Ann Schlagel and Kelly Hatch as managers of Two Step, LLC, a Wyoming limited liability company this 29 day of September, 2017.

WITNESS my hand and official seal.

[Signature]
Notary Public

My commission expires: 5/24/20

[SEAL]



EcoTour Adventures

APPLICATION FOR Conditional Use Permit for Outfitter/Tour Operator Use

EcoTour Adventures/Canyon's Fund, LLC

Initial Submittal: July 3, 2024

Revised Submittal: October 9, 2024

PIDN: 22-40-16-06-1-03-002

Owner:

Canyon's Fund, LLC
PO Box 10872
Jackson, WY 83002

Applicant

HH Land Strategies, LLC
PO Box 1902
Wilson, WY 8301
307-699-0265

1. Project Introduction, Goals, Property Descriptions, Applications

1.1 Introduction:

On behalf of Canyon's Fund, LLC , owner of Lot 6, M-B Subdivision, 1300 Carol Lane, Town of Jackson (the "Subject Property") and Eco Tour Adventures, the Outfitter/Tour Operator that conducts business on the subject property, we are submitting this revised application for a Conditional Use Permit to allow the use of the subject lot for a "Outfitter/Tour Operator" use as defined in Section 6.1.7.E of the Town of Jackson Land Development Regulations.

1.2 Project Goals, Application and Property Description

A. Project Goals:

The owner of Eco Tour Adventures, Taylor Phillips, purchased the property, under Canyon's Fund, LLC, and is the sole proprietor of Canyon's Fund LLC. Subsequent to purchasing the property, Eco Tour Adventures began operating their "Outfitter/Tour Operator" business of the property. Upon registering the Eco Tour Adventures business license at their new location at 1300 Carol Lane, the Town of Jackson reviewed the business license and zoning of the property. At this time, the Town of Jackson found the Eco Tour Adventure business to be classified as a "Outfitter/Tour Operator" use under the LDRs. An "Outfitter/Tour Operator" use is a Conditional Use under the existing Business Park (BP) zoning for the Subject Property necessitating that the existing "Outfitter/Tour Operator" use requires approval of a Conditional Use Permit. The Town notified the business and property owner of this situation and the need to apply for a Conditional Use Permit on order to continue operating out of the Subject Property.

The goal of this application is to secure the necessary Conditional Use Permit so that Eco Tour Adventures can continue operating out of the Subject Property.

B. Property Description:

The Subject Property is a .197 acre lot measuring 71.6' by 120' according to Plat 375, M-B Subdivision. The property is accessed from Carol Lane. No traditional curb cut is located fronting the property. Rather, the property is accessed via the entire 120' street frontage via a rolled curb. The rolled curb is located approximately 13.5 feet into the east side of the Carol Lane right of way.

Plat 375 was recorded in 1979 and the existing building was constructed soon thereafter. The single building on the property is industrial in nature and measures approximately 50' by 70' for an overall floor area of 3,500 s.f. Existing non-conforming dimensional limitations, based on current BP zoning, include approximate 2.5' side (north) yard setback where 10' is required, and an approximate 4.5' rear (east) yard setback where 20' is required. While no survey of the property has been completed for this application, it appears that the front and side (south) setback are conforming. The exception to this is that the front façade has an unenclosed entry vestibule that appears to encroach into the front yard setback. The overall building is below that maximum .41 FAR of 3,518 s.f. at a total floor area of 3,500 s.f. The building is well below

the maximum height of 35'. No new development is proposed by this application. **Exhibit A** illustrates the overall site and the location of the building, setback encroachments, and parking configuration on the site.

The street frontage contains a rolled curb for the entire 120' of the street frontage, making it legally non-conforming with regard to the BP curb cut requirements.

Of the 3,500 s.f. of floor area within the existing building, approximately 25%, or 900 s.f. of the building is habitable (conditioned) space. The remaining 75% of the building's floor area (2,700 s.f.) is floor area dedicated to storage or garage uses. It is zoned Business Park and is bordered on the north, east and south by industrial type uses and on the west by Carol Lane.

The most recent prior use of the building was as a feed store and pet grooming facility, classified as a heavy retail/service use.

The building on the property is industrial in character and function. The eastern approximately 36' of the 50-foot-wide building is dedicated as unconditioned garage and storage space. The majority of the western 15'-3" portion of the building is used as office and meeting space. (The limited difference is accounted for by interior and exterior walls). This western portion of the building measures 15'-3" x 59'. The overall floor area of the building that is habitable and dedicated to office and meeting space is 900 s.f. Please refer to the building floor plan attached as **Exhibit B**. Building photographs, specifically the photograph of the south façade of the building included in **Exhibit E** illustrates of this general proportion of garage/storage space to conditioned/office space.

2. Conditional Use Permit Application

A. Narrative Description of Proposed Use

Eco Tour Adventures was founded in 2008 by Taylor Phillips and is considered the most popular wildlife safari tour company in Jackson Hole. The company was voted Best Wildlife Outfitter from 2020 to 2023 by the Best of JH, and a "Top 10 Greatest Wildlife Tour" as voted by travelers across the globe. In addition to being the owner and founder of Eco Tour Adventures, Taylor Phillips founded WYldlife for Tomorrow, an initiative that inspires businesses and individuals who depend upon Wyoming's wildlife to help fund on-the-ground conservation projects that make a difference.

Eco Tour Adventures operation on the Subject Property includes the use of the office space as a base of operations for the tour company, booking reservations, managing the business and acting as the gathering point for Eco Tour guides to meet and pick up tour vans before heading out to pick up clients at their lodging or other meeting points in the Town of Jackson.

The property also serves as a maintenance and cleaning facility for their tour vans. This portion of the business operates out of the eastern portion of the building, including within the over

1,800 s.f. garage and within the associated 600 s.f. of storage space along the back wall of the garage.

The company operates 13 tour vehicles ranging from mid-size SUVs to full size vans. Of these four vehicles can be stored within the garage space in the building. The remaining 9 company tour vehicles are currently stored in designated spaces on the Subject Property and partially within the Carol Lane right of way. These 9 tour vehicles that are parked outside of the garage can be accommodated completely on the subject property in compliance with Town BP zoning and parking regulations. Please see attached **Exhibit A: site plan** showing the location of the parking spaces. In the winter a minimum of 3 tour vehicles are parked off site. When tour vehicles are not parked on site during the winter months they are stored at an off-site storage facility in Star Valley.

Eco Tour Adventures operations include tour guides arriving at the business in their personal cars or on bicycles. They then park their personal cars temporarily on site or on street while they get their tour assignments for the day and outfit their tour vehicle. They then move the tour vehicle to a temporary parking space, move their personal vehicle into the space previously containing the tour vehicle, and proceed to pick up their clients at the agreed upon meeting site off site from the subject property. Upon dropping off their guests and then returning to the Subject Property after the day's' tour, the guide will pull into the garage, clean the tour vehicle, and repeat the process, leaving the tour vehicle at its dedicated space and leave work in their personal vehicle.

Operational hours and company activities vary depending on the seasons. In the most busy season - the summer season that generally ranges from early June to late September - tour guides and office staff generally arrive at 5:00 AM and prepare their vehicles and receive tour assignments. Tour operators generally leave the Subject Property by 6:00 AM to pick up clients. Depending on the type and duration of the tours, tour guides then return at staggered times. A portion of them return at 6:00 PM, a portion returns at 8:00 PM and a portion return at 10:00 PM. The proportion of the tours that return at the above listed times is dependent on the type and number of tours that are booked on any given day. In the winter season, which generally runs from December through March tour guides arrive at the Subject Property at 7:00 AM and leave for their tours by 8:00 AM. Winter tours generally return by noon or 4:00 PM depending on booked tour duration. In the Spring and Fall seasons, which include the months of October, November, April and May a portion of tour operations begin between 7:00 AM and a portion begin at 2:00 PM. Spring/Fall tours that depart at 7:00 AM return at either 11:00AM or 3:00PM while 2:00PM departures return at dusk.

Eco Tours Adventures employs between 7 and 33 full time employees, with the change in number of employees being based on seasonal demands and tour workload. In the summer season, they employ approximately 33 full time employees. In winter they employ approximately 21 full time employees. In spring and fall months they employ approximately 7 full time employees. These seasons run the same as the seasons as described above under the

operation hours discussion. Of these the company employees 2 are generally based on site and the remainder are tour guides who spend the majority of their time in the field.

Parking requirements for a Tour Operator/Outfitter use requires an independent calculation. It is unclear from the LDRs how an independent calculation should be conducted. On average, the business employs 20 people throughout the year and no customers visit the facility for normal business operations – tour guides and office staff are the only people who utilize the site. The business has 13 tour vehicles. Tour guides are gone from the site the majority of the day and are typically on site for less than 2 hours over the course of a day, which runs, at a maximum from 5:00 AM to 10PM, depending on the duration of the tour. Tour guides can use on site parking or one street parking while out on tours. Please see the below discussion of the independent calculation for parking under section 2.L. for a proposed parking requirement for the proposed use.

The parking plan included on the attached site plan (Exhibit A) is a variation on the existing parking layout but contains all required parking on site. The company operations, as described above, functions in such a manner that ensures there is no parking conflict, with employees moving vehicles as needed to ensure all vehicles on site are able to enter and exit as needed. The site plan also includes a single parallel parking space, which fronts the building. That space enters and exits directly onto Carol Lane.

Currently, Eco Tours parks some of their vehicles in the Carol Lane right of way. This parking in the Carol Lane right of way fronting the Subject Property has occurred continuously since at least 1990 as evidenced by historic aerial photography. Furthermore, a rolled curb delineating the edge of the Carol Lane right of way was previously constructed and currently exists approximately 13.5' west of the 1300 Carol Lane west property boundary. Please see photographs in **Exhibit E** for an illustration of this on-the-ground situation.

Furthermore, Plat 375, which established the Subject Property and neighboring properties along the east side of Carol Lane, includes a 10 wide "utility easement" along the entire length of Carol Lane eastern boundary (See **Exhibit C** - Plat 375). Plat 375 also indicated that road rights of way within the subdivision are usable for utility easements. This raises the question: If all rights of way within the subdivision were usable for utility easements, why dedicate a specific 10' strip of land within the eastern 10' of Carol Lane for just utilities? Because Plat 375 was recorded in 1979, it is difficult to ascertain the exact meaning of the 10' wide utility easement indicated on the plan, however, it is the applicant's position that this 10' wide easement can be utilized for on street parking as has historically been done.

Considering the historic encroachment of parked vehicles within Carol Lane, the rolled curb delineating the travel way of Carol Lane being located 13.5 feet within the right of way/Subject Property west boundary, and the ambiguity in Plat 375 regarding the purpose of the 10-foot wide "utility easement" the applicant requests that parking can continue to encroach where it has in the past. As necessary, Eco Tours will formally apply for an encroachment permit to

allow this desired use. Please see attached **Exhibit A** for a site plan of the proposed parking configuration.

The above notwithstanding, while that applicant has been unable to locate a specific encroachment permit document, we will continue to research public and private records for this permit.

B. Proposed Development Program

No structures, roads, easements, permanent site disturbance or impervious surfaces are proposed by this application. The following tables show the overall acreage of the site and the event area and setback of event area from existing property lines and anticipated property boundaries established through a proposed family subdivision, discussed elsewhere herein.

Development Standard	Permitted	Existing/Proposed
Primary street setback	20' min	20' (approx)
Side setback North South	10' min	3' 46.5'
Rear	20' (min)	3'
Fencing height – street yard	4' max	n/a
Fencing height - rear yard	6'	6' (approx.)
Parking setback (Structured)	0'	0' - >0'
Height (max)	35'	20' (approx.)
FAR (Max)	.41 (3,518)	<.41 (3,500)

C. Site Plan

No structures are proposed with this application. Existing structure was constructed prior to LDRs and all dimensional limitations are existing legal nonconformities. See attached **Exhibit A** – Site Plan.

The applicant proposes to locate a portion of the required parking in the existing right of way as described above in Section 2.A – Narrative Description of Proposed Use. Please see **Exhibit D** Proposed Parking Plan

D. Floor Plans

No new structures or additions to the existing building are being proposed by this application. A floor plan of the existing building, including uses and dimensions of all habitable office and meeting space and unconditioned storage and garage space is included at **Exhibit B** – Floor Plans of this application.

E. Structure Location and Mass

The existing structure was constructed in approximately 1979. The structure encroaches into the side (north) and rear (south) setbacks. An unenclosed entry feature is located within the front (west) setback. All setback encroachments are legal non-conformities. Please see attached **Exhibit A** for the location of the existing structure on the site.

F. Site Development

The site is entirely covered by impervious surface and the condition has existed since development of the lot in 1979. No site development limitations exist for lots in the BP zone district if not neighboring lots are residential. No neighboring lots are residential.

G. Landscaping

No additional landscaping is proposed for the proposed use. Existing site is legally non-conforming with respect to landscaping requirements. The site does contain a bicycle rack that is regularly used.

H. Fencing

No fencing is proposed by the application. An existing approximately 6' tall fence is located along a portion of the rear (east) property line.

I. Scenic Standards

No lighting is proposed by the application.

J. Grading, Erosion Control, Stormwater

No grading or changes to existing stormwater infrastructure is proposed by this application.

K. Allowed Uses

The proposed "Outfitter/Tour Operator" use is a conditional use under the LDRs. This application seeks approval of this use as a Conditional Use.

L. Parking - Independent Calculation:

As discussed above under Section 2.A – Narrative Description of Proposed Uses, the applicant 13 tour vehicles. Based on this number of vehicles and considering that not all vehicles are located on site at one time, the independent calculation for parking requirement is proposed to be the same as the previous use (Heavy Retail/Service). This parking requirement is therefore

11 spaces (there is no distinction between a repair bay and a washing bay). All required parking can be located on site as depicted in **Exhibit A**

M. Affordable Workforce Housing

It is the understanding of the applicant that the Town of Jackson is proposing a LDR amendment that will exempt “change of use” from affordable workforce housing requirements. If approved, this will require no affordable workforce housing mitigation for the proposed change of use from Heavy Retail/Service Use to the conditional use of “Outfitter/Tour Operator”.

The applicant understands that this proposed LDR exemption for affordable workforce housing for a change of use is likely to be approved. However, in the interest of moving this application forward we have considered the affordable workforce housing mitigation requirements for the proposed change of use and the existing conditions within the building to develop a conceptual housing mitigation requirement for a change of use should the proposed “Change of use exemption” not be approved. The majority of the existing building is non-habitable space and does not count toward housing mitigation requirements.

Existing habitable floor area is 900 s.f. No changes to the habitable floor area previously utilized under the Heavy Retail/Service Use is being proposed so both the “Existing Development” and the “Proposed Development” shows the same “Use Size Habitable sf”.

If utilizing the Town’s previously provided Independent Calculation for a separate Outfitter/Tour Operator use, this would result in the following housing calculation:

Step 2: Existing Development

Housing is only required for new development. Please describe the existing use of the site so that it can be credited from the housing requirement. The definition of existing use is Section 6.3.2.A.1 of the LDRs. Generally, the existing use to enter is the use with the highest housing requirement that either existed in 1995, or has been permitted since 1995. Please attach proof of existence.

Existing Use (Sec. 6.3.2.A)	Housing Requirement (Sec. 6.3.3.A)	Use Size: bedrooms	Use Size: habitable sf	Use Quantity	Housing Required
Heavy Retail/Service	0.000123*sf		900	1	0.111
Existing Workforce Housing Credit					0.111

Step 3: Proposed Development

Please describe the proposed use of the site to determine if affordable workforce housing is required as part of the development. Describe the end result of the proposed development. (For example: in the case of an addition do not enter the square footage of the addition, enter the size of the unit upon completion of the addition.)

Proposed Use	Housing Requirement (Sec. 6.3.3.A)	Use Size: bedrooms	Use Size: habitable sf	Use Quantity	Housing Required
Outfitter/Tour Operator	0.00109	0	900	1	0.981

Affordable Workforce Housing Required: 0.870 units Fee-in-Lieu Amount: \$ 236,709.14

If the amount of required affordable workforce housing is less than one unit, you may pay the above fee in-lieu of providing the required housing. If you elect to pay the fee, your Housing Mitigation Plan is complete. If the requirement is greater than one unit, or you would like to provide a unit to meet the requirement, please proceed to the [Unit Type Sheet](#).

However, it is critical to note that this is a **DRAFT** housing mitigation calculation and is based on the Town provided housing mitigation calculation from a different independent calculation for a different property. We are providing this DRAFT for the purpose of moving this application forward, with the reasonable expectation that the Town proposed exemption to housing mitigation requirements for “change of use” will get approved and this proposed change of use will not generate a housing mitigation requirement.

Should the proposed amendment exempting housing mitigation requirements for change of use not be approved, we reserve the right to undertake an independent calculation based on the specific circumstances of the Eco Tour Adventures business and the proposed business location.

Having said that, it is important to also note that the owner of Eco Tour Adventures has taken it upon himself to purchase two properties to house his employees. These include a house in Hoback Junction that is able to house up to 4 individuals and a house in Alpine, WY that is able to house up to 5 persons. Currently, the Hoback house houses 3 employees and the Alpine house currently houses 3 employees for a total of 6 employees that are being housed of the business owner’s own initiative. All employees are housed at below market rates. Taking this responsibility upon himself not only shows the owner’s dedication to his employees but also could play a role in developing an independent calculation that is specific to the business and proposed site for the business.

L. Maximum Scale of Use

No buildings or additional floor area is being proposed by this application. The FAR under BP zoning is .41. The property is .197 acres according to Plat 375. Therefore, the available FAR on the Subject Property is 3,518 s.f. Existing development on the property is 3,500 s.f. The existing FAR complies with the maximum FAR for the property.

M. Operational Standards

Many of the Eco Tour Adventure business operations are discussed under Section 2.A Narrative Description of Proposed Use. However, in addition to that information there is no outside storage on the property. All refuse and recycling is located within the garage and associated storage spaces. All other operational standards under Division 6.4 are being met by the proposed use.

N. Conditional Use Standards

A conditional use permit shall be approved upon finding the application:

1. Is compatible with the desired future character of the area;

The property on which this use will occur is within Comp Plan Section 5.2 – Gregory Lane Area. The purpose of this character district is to support the community goal of maintaining and promoting light industry uses to support the local economy. This application does not reduce the ability to provide light industry use on the property and supports the local economy by allowing a base of operations for a successful community owner business.

2. Complies with the use specific standards of Div. 6.1. and the zone;

The use-specific standards for the proposed Outfitter/Tour Operator use are limited, with no BSA minimum, and required independent calculations for both housing mitigation and parking requirements. Both housing mitigation requirements and parking requirements are discussed throughout this application.

3. Minimizes adverse visual impacts;

The use is located on an existing property and no changes to the improvements to the property are being proposed. The property will be used in a substantially similar manner to the previous use and is used in a manner substantially similar to all neighboring uses. No adverse visual impacts will occur as a result of this use.

4. Minimizes adverse environmental impacts;

The proposed use is not near any environmentally protected area and therefore will have no impact to environmental resources.

5. Minimizes adverse impacts from nuisances;

The location of the use is in a central area of a business park zone and will not result in any adverse impacts from nuisances.

6. Minimizes adverse impacts on public facilities;

The use as proposed, including the encroachment of the proposed parking into the existing right of way – but not the existing travel way – represents no change to impacts on public facilities.

7. Complies with all other relevant standards of these LDRs and all other County Resolutions; and

The proposed use complies with all relevant standards of the LDRs as discussed throughout the application.

8. Is in substantial conformance with all standards or conditions of any prior applicable permits or approvals.

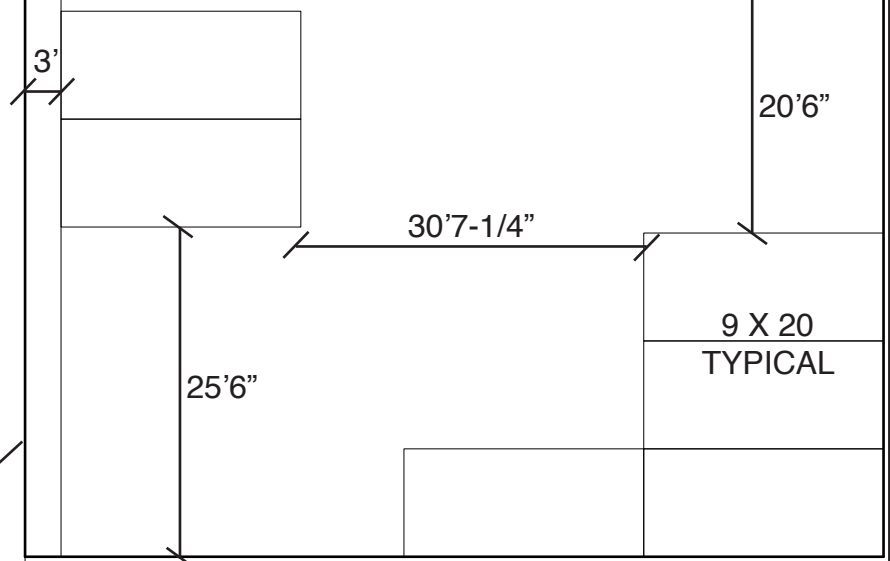
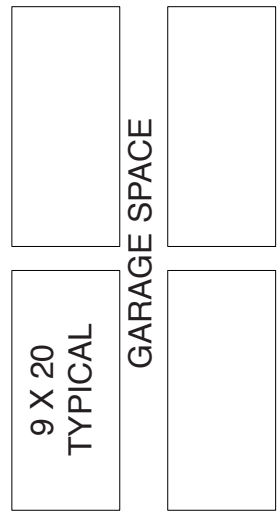
There are no associate prior permits or approvals.

Approximate location of
rolled curb

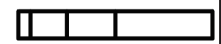
CAROL LANE

Property boundary

Eco Tours Building



Jackson Hole Eco Tour Adventures
1300 Carol Lane
Conditional Use Permit (P24-105)
Parking Plan



1"=16'

Exhibit B – Floor Plan

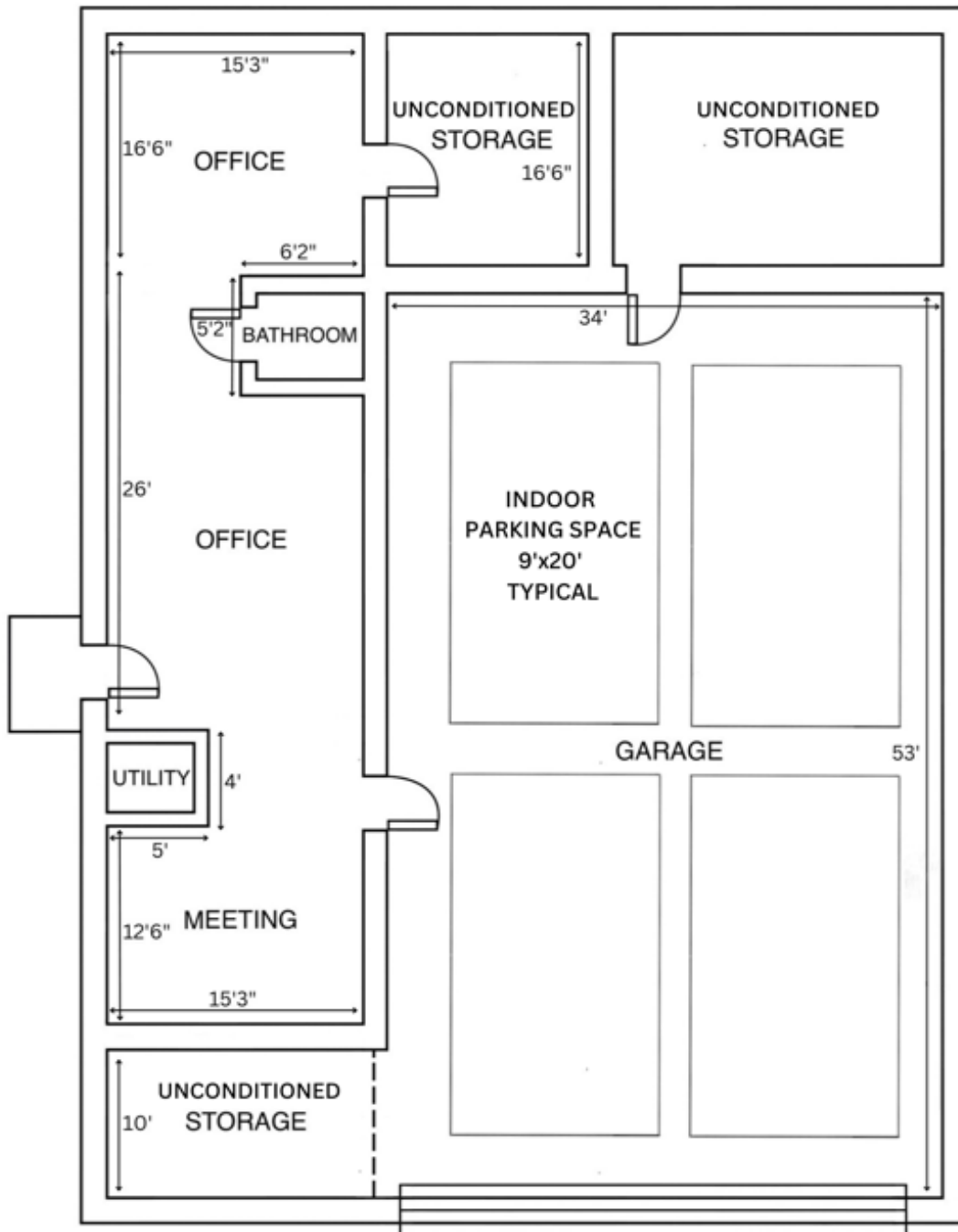


Exhibit C – Plat 375

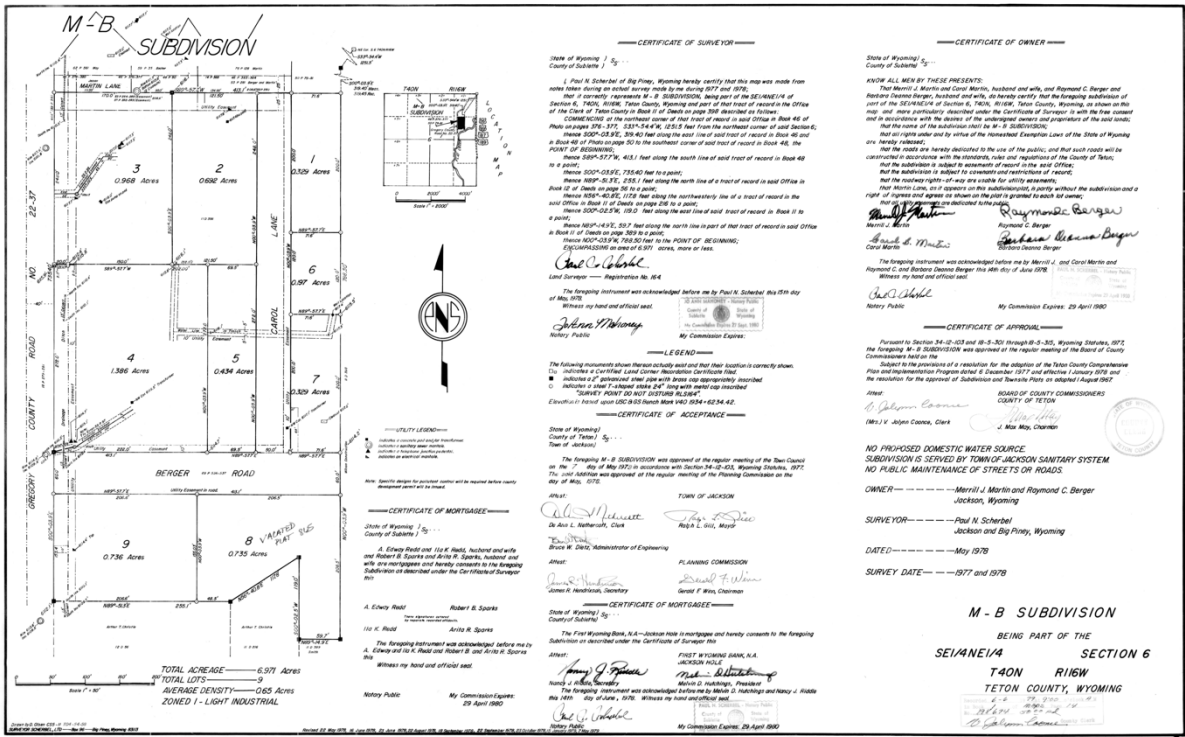


Exhibit D – Site Photographs











STAFF REPORT



Meeting Date:	18 February 2025	Meeting Title:	Town Council Regular
Submitting Department:	County Public Works	Presenter:	Charlotte Frei
Agenda Item:	Parking Access Revenue Control System (PARCS) at Millward/Simpson Garage	Public Comment:	yes

Purpose & Policy Considerations.

The purpose of this item is for Council to consider entering into contract agreements with SKIDATA to install armbars with license plate reading cameras at the entrances and exits to the Millward/Simpson garage.

Requested Action.

Staff requests that Council review and consider the contract agreements for Hardware (one-time purchase with expected seven or more years of equipment life) and Software (ongoing annual fees for a minimum three-year term).

Recommendations.

Staff recommends that Council authorize the mayor to sign the contract agreements.

Background.

At the March 18, 2024 Town Council Workshop, staff described a number of challenges and unintended uses occurring at the Millward/Simpson Parking Garage. The staff report can be viewed here:

<https://jacksonwy.portal.civicclerk.com/event/2060/files/attachment/5544>. The primary challenges include rental car companies and private individuals using the parking garage to store their vehicles; overnight campers relieving themselves in the garage (not in restrooms) when restrooms lock overnight; and other criminal activity including drug sales and prostitution that Jackson PD responds to.

Staff released an RFP and recommended negotiating a contract with SKIDATA to Town Council on December 18, 2024. On December 18, 2024, staff was directed to:

1. Implement an hourly fee structure and revise code/ordinances consistent with the new fee structure (\$2 per hour from 10 pm to 4 am);
2. Negotiate a contract with SKIDATA, or the second-place vendor should the negotiation be unsuccessful; and
3. Present the contract at a future council meeting.

The item before Council today is the resulting contract from direction received on December 18, 2024. Council 1) was in favor of installing the system of gates and license plate recognition cameras, 2) agreed with the recommended fee structure above, and 3) agreed to procure basic uninterruptible power supply and requested staff bring information back at a future date regarding garage utilization/turnover and power outages.

Per the contract, staff and SKIDATA would initiate the project by March 17, 2025 and anticipate installation and testing will be complete by May 30, 2025. Prior to going live, staff will bring forth a separate contract between the payment processor and the Town of Jackson; the costs for the payment processor were factored into prior fiscal analysis. Staff will also bring forth changes to the municipal code related to the new garage management at a future meeting.

Analysis & Key Policy Questions.

Several policy questions have been discussed in March 2024 and December 2024. This contract reflects discussions and direction shared by council.

Staff will work with the Town's public information team to notify the public of these changes.

Possible Alternatives.

- Do nothing. If Council chooses the do-nothing approach, staff anticipate the issues at the parking garage will continue.
- Increase enforcement at the garage. The Jackson PD require additional staff to increase enforcement.
- Increase signage at the garage. Staff does not anticipate increased signs will impact user behavior.

Comprehensive Plan & Priority Alignment.

The guiding vision and chapter goal for Multimodal Transportation (Chapter 7) of the Comprehensive Plan is:

Travel by walk, bike, carpool, or transit will be more convenient than travel by single-occupancy vehicle.

Several strategies support improving enforcement at the garage; specifically, managing levels of service by evaluating parking occupancy and coordinating service levels across Town and County departments are identified by the plan in two strategies:

“Strategy 7.2.S.4: Reevaluate parking standards and other regulations that currently promote travel by single-occupancy motor vehicles.” Introducing technology to support enforcement will also provide data on turnover and occupancy that staff can use to re-evaluate existing standards and regulations.

“Strategy 8.1.S.1: Define desired service levels from government service providers that address all policies of Principle 8.1 [Maintain Current, Coordinated Service Delivery].” The parking access technology is anticipated to reduce the burden on staff in Town Facilities and Jackson Police Department, allowing staff to redirect their time to higher and better uses that technology cannot perform.

Staff Impact.

The Regional Transportation Planning Administrator and staff from Town Police, Public Works, and Planning Departments have contributed approximately 60 total hours to this project since Council’s direction to pursue procurement of PARCS. The staff resources needed to operate and maintain the system (after installation) include:

- Town Public Works, Facilities and Street Divisions – 50 hours per year to repair or troubleshoot maintenance issues and to ensure entrance and parking information signs and pavement markings are maintained. Currently Town Public Works staff spends 100-150 hours per year for cleaning after routine incidents.
- Town Police Department – 325 hours per year to address violations, issue refunds, and check the garage for stays over 30 days. Currently CSOs spend approximately 600 hours per year in the garage (this does not include patrol officers’ time in the garage).
- Town Hall and Dispatch – 30 hours per year to help customers experiencing issues; customers can press a button for support; this number will call Town Hall during business hours and dispatch after hours. Clear instructions at entry and exit can reduce the customer calls.
- Transportation Planning Functions – 40 hours per year to review reports, evaluate data and make recommendations for parking management.
- Director of External Affairs – 10 hours to develop communications around the program change initially, and regular communications about parking locations in future years. Seeing the armbar may deter people from parking, so staff anticipates the need to pre-emptively educate the public that the garage is still free from 4 am – 9 pm but paid overnight.

Additionally, the equipment is expected to reduce staff time monitoring, enforcing and cleaning the garage. The ability to pay on exit is expected to reduce the number of tickets in municipal court and thus reduce the workload among PD and legal staff related to violations. The time CSOs previously spent monitoring and enforcing the 48-hour limit in the garage can be spent on other activities.

Fiscal Impact.

The estimated cost of the contract is \$179,000 for year one, \$9,760 in year two, and \$20,873 for year 3 and subsequent

years. Years 3 and beyond have a higher annual fee due to the warranty for equipment and services; the warranty includes quarterly inspections by SKIDATA technicians.

Because the Town does not currently have managed parking, staff used data from Jackson PDs December 2023 data collection to make assumptions about user behavior and overnight stays. Staff estimates that projected annual revenue, if charging \$2 per hour from 9 pm to 4 am, could be \$30,000-\$130,000 yearly.

The initial installation can be paid through parking exaction fees. The Town of Jackson has \$223,216 in parking exactions, which are restricted to use on parking projects, to fund the initial capital. On-going cost of the equipment/software can be funded through parking revenues collected, which staff estimates will be sufficient to cover the \$20,000-\$25,000 per year of expenses. Staff will bring forth **a separate contract** between the payment processor and the Town of Jackson; the costs for the payment processor were factored into the fiscal analysis above.

Attachments or Links.

Contract documents: Hardware Terms and Software As A Service (SaaS) Agreement.

Suggested Motion.

I move to approve and authorize the mayor to execute the Hardware and Software agreements with SKIDATA.

General Purchase Agreement

Terms and Conditions

This General Purchase Agreement ("Agreement") is made this 18th day of February, 2025 (the "Effective Date"), by and between SKIDATA, Inc., having its principal office at 5090 N. 40th Street, Phoenix, Arizona 85018 ("Contractor"), and Town of Jackson, Wyoming, having its principal office at P.O. Box 1687 Jackson, Wyoming 83001 ("Customer"). Each of Contractor and Consultant are referred to individually as a "Party" and collectively as the "Parties".

1. Scope.

1.1 These General Terms and Conditions apply to non-subscription products. If products are provided on a subscription basis, Contactor Mobility Suite Subscription Terms and Conditions apply.

1.2 Customer has requested Contractor to provide hardware, software, consumables, or some combinations thereof (collectively "Product(s)") and/or installation and maintenance services ("Services") as defined in **Attachment A**. Products and Services are collectively referred to as "Works". Contractor agrees to provide the materials, equipment, and services for Customer as described herein and, in the Attachments. Customer is solely liable for any necessary permits from public authorities or other third parties required before Contractor is obligated to provide the Services.

2. Invoices. Unless expressly listed in **Attachment A**, invoices are due Net 45 days from the date of the invoice. Without the consent of Contractor, Customer is not authorized to set-off, offset, withhold, or deduct payments or taxes from any amounts due or invoiced. License fees may be invoiced separately from other services based upon activation occurrence or similar variable events.. All recurring fees payable hereunder will be subject to upward adjustment on each January 1st beginning the year succeeding the Effective Date by an amount equal to inflation for the preceding 12-month period. The adjustment shall be based on the percentage change in the index known as the Consumer Price Index (CPI) for All Urban Consumers, U.S. city average, all expenditures except food and energy as published by the United States Bureau of Labor Statistics.

3. Default.

3.1 If Customer fails to perform any material obligation under this Agreement, and such default remains uncured for more than thirty (30) days after written notice by Contractor to Customer, Contractor may do any or all of the following:

- (a) require Customer to pay Contractor, on demand:
 - (i) all invoiced payments and other fees and charges then due and past due, if any, and/or
- (b) suspend its performance under this Agreement or under any other agreement between the Parties immediately after written notice,
- (c) terminate the Agreement with immediate effect, if such default remains uncured for more than thirty (30) days, after receipt of a written notice of default, and
- (d) exercise any other remedy available to Contractor at law or in equity together with all costs, including attorney's fees and expenses, incurred in the enforcement and collection of overdue payments.
- (e) Both the Customer, on its own, and any party of whom Customer is acting on behalf, shall be jointly

and severally liable for any payment obligations under this Agreement. Contractor may seek payment from either or both parties, at its sole discretion, without waiving its rights or remedies against the other.

3.2 If Contractor fails to perform any material obligation under this Agreement, and such default remains uncured for more than thirty (30) days after written notice by Customer to Contractor, Customer may do any of the following:

- (a) suspend its performance under this Agreement or under any other agreement between the Parties immediately after written notice, or
- (b) terminate this Agreement pursuant to section 8 herein and require Contractor to refund all amounts remaining or credited for Work not performed at time of termination; or
- (c) exercise any other remedy available to Customer at law or in equity together with all costs, including attorney's fees and expenses, incurred in the enforcement of this Agreement.

3.3 A Party's delay or omission in exercising any of its rights pursuant to this section does not constitute a waiver to enforce such rights.

- 4. Prices, Taxes and Expenses.** Prices are in US dollars and are inclusive of any taxes. Customer shall pay an amount to not exceed that set forth in **Attachment B** ("Contract Sum").
- 5. Shipment.** Customer is responsible for paying costs as listed in Attachment B, which includes delivery duty paid to 450 W Snow King Ave, Jackson, WY 83001. Contractor will use commercially reasonable efforts to meet requested delivery times. Contractor reserves the right to make deliveries in advance of the delivery schedule, in installments and allocate the delivery of Products among its customers. Delay in delivery of one installment will not entitle Customer to cancel other installments. Contractor has the right to effect partial deliveries of consumables in case of production limitations. Customer must accept excess deliveries or short deliveries of up to ten (10%) percent of the ordered Consumable(s). Customer authorizes Contractor to choose the appropriate manner and means of all shipping of Products if a carrier is not designated in advance. If Products delivered do not correspond in quantity, type, or price to those itemized in the shipping invoice or documentation, Customer shall notify Contractor within ten (10) calendar days after receipt. Failure by Customer to timely inform Contractor of any non-conforming Products shall waive any claims related therein and constitute acceptance.
- 6. Transfer of Title.** Title to hardware and consumables will pass to Customer upon final payment for all invoices related to the Agreement. Customer's rights and obligations related to software are stipulated in the license agreement between Customer and the applicable licensors.
- 7. Risk of Loss.** Risk of loss will pass to Customer upon delivery. If any Product cannot be shipped to or received by Customer when ready due to any cause attributable to Customer, Contractor may ship the Products to a storage facility (including storage at the place of manufacture or repair) or to an agreed freight forwarder. If Contractor places Products or equipment into storage, the following will apply: (a) risk of loss immediately passes to Customer and delivery is deemed to have occurred; (b) any amounts otherwise payable to Contractor upon delivery or shipment will be due; (c) all expenses and charges incurred by Contractor related to the storage shall be payable by Customer upon submission of Contractor's invoices; and (d) when shipment is possible and upon payment of all amounts due, Contractor shall release Products to Customer for delivery. If repair services are to be performed on Products at Contractor's facility, Customer shall be responsible for, and shall retain risk of loss of such

Products at all times, except that Contractor shall be responsible to the extent such damage is caused by Contractor's gross negligence.

8. Term; Termination.

8.1 The Agreement becomes effective on the last date of signature ("Effective Date") and continues until termination or completion of the Parties' obligations arising out of the Agreement.

8.2 Either Party may terminate the Agreement with immediate effect if the other Party breaches any material terms or conditions of the Agreement and the breach remains uncured for thirty (30) calendar days after receipt of written notice of the breach. In addition to the foregoing, either party may terminate the Agreement with advanced written notice of ten (10) calendar days if the other becomes insolvent, enters bankruptcy, reorganization, experiences a change in control or other similar proceedings, admits in writing its inability to pay debts, or attempts or makes an assignment for the benefit of creditors.

8.3 The use of the Works may require Customer to enter into a separate stand-alone agreement with 3rd party providers, including but not limited to payment processors. Customer agrees that in the event Customer is unable to successfully contract for these necessary services prior to installation, this Agreement may terminate.

8.4 In the event that Customer terminates this Agreement as set forth herein, Contractor shall immediately turn over to Customer any and all Customer documents in the possession of Contractor relating to the Work. Contractor shall remove all Contractor-owned equipment and materials from the project location specified in **Attachment A** within 14 days and shall cease all work under the Agreement. Customer shall pay to Contractor all amounts owing for work performed to the date of termination. In the event that Customer terminates this Agreement prior to installation but after any equipment or materials has been manufactured, Contractor shall not retain any deposit as partial compensation.

9. Commencement and Completion of Work.

9.1 Promptly after the Effective Date, Contractor shall provide Customer with a Schedule of Values setting the payment schedule for deposits, milestones, periodic payments, and project completion. In the event of a delay or suspension of service necessitating an adjustment in the schedule, Contractor will provide Customer with an updated project schedule upon request, together with an updated schedule of values.

9.2 The Work is to be performed between the hours of the day as approved and directed by Contractor together with Customer (e.g. 9:00 am to 5:00 pm prevailing Mountain Time). Any Work Customer requires, in writing, be performed outside this time frame will be billed on a time and material basis. Time will be calculated in thirty (30) minute intervals with a minimum of thirty (30) minutes for Work. Customer agrees to pay all costs and expenses invoiced by Contractor for work performed as defined herein. Work performed under terms of the equipment warranty is not subject to additional billing.

9.3 If Customer or any third party attributable to Customer causes a delay or suspension in performance of the Work for more than thirty (30) days from the initial scheduled date, Contractor may submit an amended schedule of values, pricing scheme, or attachment to reflect the most accurate cost of goods and services. Customer acknowledges and agrees that any such delay in performance caused by Customer or any third party attributable to Customer may result in an increase in the Contract Sum and hereby accepts the risk and agrees to pay such adjusted costs.

9.4 The Customer shall ensure that all necessary system requirements are met at the time of delivery of the Works. Contractor will have no liability for the nonfunctioning of Products due to Customer's failure to meet system requirements. For standalone, ongoing or multi-phase projects where the Works are delivered in stages, Customer shall immediately but no later than fourteen (14) calendar days ("Inspection Period") after delivery (i) inspect the Works for defects and (ii) report any defects in writing to Contractor with a detailed description of the defect ("Objection Notice"). Failure to inspect or report within the Inspection Period shall result in acceptance of the completed phase, and any claims related to the condition, quality, or specifications of the Works, except for claims based on latent defects that could not have been reasonably discovered during the Inspection Period. Final acceptance of the entire project, including all Products and Services, will occur after the final phase is completed and inspected under the same terms. Acceptance of the Works shall constitute a waiver of any rights to withhold payment, make deductions, or claim offsets against Contractor, except as otherwise expressly provided in this Agreement.

10. Changes in Work.

10.1 Any and all changes to the Work, the Services, extra work, modifications, schedule changes, price adjustments to the fee for the Services and substitution of materials requests, must be documented by a written change order initiated by either Party.

10.2 All requests for additional performance or modification shall specify the exact nature of the changes to the scope of the Work and shall state the resulting increase or decrease of the contract sum, and any resulting change to the approved project schedule or completion date. All change orders must be signed by both parties and incorporated and made a part of the Agreement by reference.

10.3 If a change in Work reasonably requires a fee and the Parties are unable to agree to a revised fee, the change will not be undertaken and the Agreement shall continue pursuant to the existing terms and conditions.

11. Warranty, Remedies and Disclaimers.

11.1 Hardware. Contractor warrants that the hardware (i) is free from any material defects under normal use and service, wear and tear excepted, at time of delivery and (ii) substantially conforms with the Product documentation. The warranty period is twenty-four (24) months from the date of delivery to Customer.

11.2 Software. Matters related to software warranties, remedies, and disclaimers are set forth in the Mobility Suite Subscription Conditions executed by the parties simultaneously.

11.3 Services. Contractor warrants that Services will be performed in a workmanlike and professional manner consistent with generally accepted industry standards. The warranty period is twelve (12) months from the date of delivery to Customer.

11.4 Consumables. Contractor warrants that Consumables are free of material defects at time of delivery and substantially conform with the Product documentation. After delivery, Customer shall be responsible for the storage of all consumables in the original packaging and at the proper environmental conditions. Contractor is not liable for any printing or design errors if Customer released the respective proofs. The warranty period is twelve (12) months from the date of delivery to Customer.

11.5 In the event of an alleged warranty claim, upon request and at the expense of Contractor,

Customer shall ship defective Products to Contractor's designated location. Customer shall provide all necessary cooperation in the inspection and remediation of any claimed defects. At Contractor's sole discretion, Contractor shall be entitled to conduct physical or remote access to Customer's devices including Customer's network(s), computers, or servers. Contractor shall fulfill its warranty obligations within a reasonable period of time. At Contractor's sole discretion, Contractor shall repair, replace, grant a price reduction or refund the price paid for the defective Product or Service. Replaced parts become the property of Contractor. If the inspection reveals that there is no claim under the existing warranty, Customer shall bear all costs incurred in accordance with Contractor's price list valid at the time of the inspection. For warranty-repaired Products and Services, the warranty period is the remainder of the initial warranty period or ninety (90) days, whichever is greater in duration.

11.6 Contractor provides the hardware to Customer under the terms of this Agreement with the understanding that technology may evolve, and Products may become obsolete over time. Should any hardware provided by Contractor become obsolete or unsupported by the manufacturer or licensor during the Term of this Agreement, Contractor shall not be liable for the continued performance, functionality, or support of such hardware. In the event of obsolescence, Contractor may, at its sole discretion, offer replacement hardware that meets or exceeds the specifications and functionality of the obsolete product, subject to availability and upon agreement by both parties. Any replacement or upgrade may be subject to additional costs, which Customer agrees to bear.

11.7 The warranty according to this section is void if Customer or Customer's end-user: (a) does not observe conditions for assembly, commissioning, storage or use of the Product; (b) allows third parties not authorized by Contractor's written consent to carry out repairs, changes, maintenance, or other servicing of the Product; (c) uses the Product with components not certified by Contractor; (d) uses equipment (including but not limited to networks, supply lines, cabling) that does not function properly or supplies insufficient power to the Product; (e) does not carry out required site preparation or maintenance in a timely fashion; (f) is in default with the Agreement with particular respect to payment; (g) incurs damage to the Product as a result of accidents, power surge, or electromagnetic field; (h) if defects or damages are attributable to third-party components, internet/network disruptions, software viruses, inclement weather, chemical influences, a Force Majeure Event, vandalism, or any other acts or omissions of Customer or third parties; or (i) copies, publishes, transmits and/or distributes the Products and related content.

11.8 Contractor DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY ARISING OUT OF OR RELATING TO THIRD-PARTY MANUFACTURED PRODUCTS AND COMPONENTS. CUSTOMER ACKNOWLEDGES AND AGREES THAT THERE ARE NO WARRANTIES OF ANY KIND EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, OTHER THAN THE MANUFACTURERS' WARRANTIES REFERRED TO HEREIN.

12. Third-party Products.

12.1 The use of the Works may require 3rd party manufactured or provided products, services or accessories and/or other system requirements ("3rd Party Components") in order to work in accordance with design specifications. The corresponding requirements are described in the documentation for the respective product. These 3rd Party Components may be supplemented or modified by Contractor at its sole discretion, however, Customer is responsible for obtaining, installing, maintaining, and operating

any 3rd Party Components. For certain 3rd party Components, additional agreements may apply, which shall be observed by Customer. Contractor is not authorized and makes no guarantees or representations as to any 3rd party provided component or products. Contractor shall not be liable for damages or losses caused solely by 3rd Party Components. All costs and fees for 3rd Party Components shall be borne by Customer in addition unless otherwise agreed herein.

12.2 To the extent Customer wishes to obtain or use - in addition to the Works – 3rd party manufactured or provided products, services or accessories and integrate such 3rd Party Products into the Solution, Customer shall be solely responsible for ensuring all compatibility and compliance with this Agreement. In such cases, Contractor expressly disclaims any and all liability whatsoever without exception arising out of or related to in whole or in part to such 3rd party products.

12.3 The use of the Works may require Customer to enter into a separate stand-alone agreement with 3rd party providers, including but not limited to payment processors. Customer agrees that in the event Customer is unable to successfully contract for these necessary services prior to installation, this Agreement may terminate.

13. Software License.

13.1 Subject to the payment of the Contract Sum, Contractor grants Customer a non-exclusive, non-transferable, non-sublicensable right to use Contractor Intellectual Property Rights in the software limited to the term within **Attachment A** for use as part of Customers regular course of business within the territory specified in the **Attachment A** and only in combination with the Contractor Product it is made for. Customer acknowledges, that even if software is made available to Customer on a physical data carrier, (a) Contractor remains the owner of the software and all Intellectual Property Rights relating thereto and (b) the source code is not part of the Agreement.

13.2 Software updates, service packs, hot fixes, and patches (collectively, "Updates") may be provided to Customer, as such are available, including at Contractor option to comply with the applicable laws, regulations and/or compatibility requirements such as security-related and operational standards developed by ISO or the PCI Security Standards Council, LLC. Software upgrades including new releases or versions of software (collectively, "Upgrades") may be offered to Customer, as such are available. Customer acknowledges that, according to the respective release planning, older versions of software may no longer be supported after the expiry of a certain period. Costs for installation of Updates and Upgrades shall be borne by Customer and are not included in the license fee, unless otherwise provided in **Attachment B**. Customer acknowledges, that Updates and Upgrades may alter the system requirements, and it may be necessary to install the respective predecessor Updates/Upgrades, third-party components and additional or altered hardware. Respective costs shall be borne by Customer and are not included in the license fee. Nothing in the Agreement requires Customer to install Updates or Upgrades but Contractor recommends their immediate installation. In case of non-installation of offered Updates or Upgrades, this could possibly endanger the security and operability of software and related systems and even infringe third-party licenses or laws; all consequences of non-installation are at the sole risk of Customer. Customer acknowledges and agrees that in the event Customer does not install Updates and/or Upgrades (a) Contractor is not liable for damages resulting from the non-installation and (b) warranty claims regarding the effected systems will automatically become void.

13.3 In cases when the Customer is performing an update or upgrade, Customer is solely responsible for performing a backup of files and data before installing any Updates and Upgrades.

Contractor is not liable for lost files, lost information or lost data and related damages. To the extent Customer is allowed to exchange hardware, Customer undertakes to fully and irretrievably remove software from the exchanged equipment and provide evidence for such removal.

13.4 Without the written consent of Contractor Customer shall not himself or allow any third party to: (a) reverse engineer, decompile, disassemble or otherwise reduce the software to any human perceivable form; (b) modify, adapt, translate or create derivative works based upon the software, the written materials accompanying the software, or any part thereof; (c) combine the software with any kind of open-source-software; (d) remove or manipulate copyright notices and other signs on the software copies; (e) use or permit the software to be used to perform services for third parties; (f) make or use any copies of the software, even if the software has been merged or included with other software, or any accompanying materials for any purpose other than as agreed in the Agreement; or (g) publish, transmit and/or distribute the Cloud-Based Services and related content. If Customer creates a back-up copy in accordance with this Agreement, Customer shall include all copyright notices and/or proprietary notices that are affixed to or appearing in the original copy. Contractor and persons authorized by Contractor are entitled to execute an audit by examining the systems, computers, books, records, and accounting records of Customer during normal business hours as far as they are connected to Contractor software.

14. Service Level Agreement (SLA).

14.1 For Cloud-Based Services the following availability is agreed:

Availability	99.9% during the observation period
--------------	-------------------------------------

14.2 "Cloud-Based Services" are applications, information technology infrastructure components, monitoring, storage, or other internet-based functions that enable access from external service providers over the internet or other wide area networks.

14.3 The observation period during which the availability shall be calculated is one calendar month.

14.4 Contractor will use commercially reasonable efforts to achieve the agreed availability and to provide the Cloud-Based Services in accordance with the standards of the hosting industry (the "Service Standards"). In the event of an interruption, disruption or error which results in a failure to meet the Service Standards and/or the agreed availability (collectively referred to as "Interruption"), Contractor shall make reasonable efforts, taking into consideration the causes and Customer's technical environment, to resume Cloud-Based Services.

14.5 A period during which the Cloud-Based Services are unavailable due to an Interruption (a "Downtime") shall be calculated from the time Contractor becomes aware of an Interruption until the time Contractor restores availability. For avoidance of doubt, Downtime begins when Customer notifies Contractor of the Interruption.

14.6 Contractor shall have the right to monitor the Cloud-Based Services directly or through the service providers to ensure the accuracy of availability as determined solely by Contractor. Upon fourteen (14) days' notice, Customer shall be entitled to request a copy of the availability report for

the Solution covered under this Agreement.

14.7 Access to the Cloud-Based Services may be temporarily unavailable for reasons beyond Contractor's control such as, but not limited to, connection problems, server and/or network downtime. Such limitation of access to the Cloud-Based Services does not constitute a Downtime and shall not be considered an Interruption under this Agreement.

14.8 Contractor is entitled to block access to Customer's data, delete Customer's data and restrict or terminate reports, batch jobs and/or processes if (a) Customer's data violates this Agreement, (b) Customer uses excessive computer resources that affect the performance of the Cloud-Based Services for other participants, or (c) Customer's Data constitutes a security risk or could cause other serious damage. Contractor will use commercially reasonable efforts to inform Customer thereof.

15. Limitation of Liability. EXCLUDING CLAIMS FOR PERSONAL INJURY OR DEATH, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFIT OR REVENUE, LOSS OF OR USE OF DATA, OPERATIONAL EFFICIENCY, INJURY TO REPUTATION OR LOSS OF CUSTOMERS, ARISING UNDER THIS AGREEMENT REGARDLESS OF THE FORM OF ACTION OR THEORY OF RELIEF, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCLUDING CLAIMS FOR PERSONAL INJURY OR DEATH, ANY LIABILITY FOR DIRECT DAMAGES ARISING UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR THEORY OF RELIEF, IS LIMITED TO THE PURCHASE PRICE OF THE PRODUCT THAT GIVES RISE TO THE CLAIM, OR IN THE CASE OF SERVICES, THE TOTAL AMOUNT PAID OR TO BE PAID FOR THE SERVICES THAT GIVES RISE TO THE CLAIM DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

16. Indemnification.

16.1 Contractor shall indemnify, defend and hold harmless Customer, its officers, directors, employees, agents and Affiliates ("Customer Indemnities") from and against any third-party claims, demands, actions, proceedings, lawsuits, costs, expenses, fees (including, without limitation, reasonable attorneys' fees), judgments, settlements, penalties, ("Claim(s)") directly arising out of the following: (a) a Contractor manufactured Product provided to Customer under the Agreement infringes any US (i) patent, (ii) copyright, (iii) trademark or (iv) trade secret; (b) the gross negligence or reckless misconduct of Contractor in connection with the performance of its obligations under the Agreement which result in an injury to persons or property; and (c) Contractor's violation of applicable laws or regulations.

16.2 Contractor shall only indemnify Customer Indemnities from and against Claims, if Customer (a) promptly notifies Contractor in writing of the Claim, (b) makes no admission of liability, prejudicial statement, settle, compromise, or consent to the entry of any judgment with respect to any pending or threatened Claim and does not otherwise take any position adverse to Contractor, (c) gives Contractor sole authority to control the defense and settlement of the Claim, and (d) provides Contractor full disclosure and reasonable assistance as required to defend the Claim. Customer's counsel will have the right to participate in the defense of the Claim at Customer's own expense without setoff, reimbursement, or payment whatsoever from Contractor.

16.3 In the event a Claim is made under section 16.1 (a), which in Contractor's reasonable opinion is determined to be legitimate, Contractor at its discretion and sole expense will do the following: (a)

secure for Customer the right to continue the use of the alleged infringing Product, (b) replace the alleged infringing Product with a substantially equivalent non-infringing Product, or (c) modify the alleged infringing Product to be non-infringing. In the event Contractor is unable to perform the options previously listed (a) through (c), Customer shall return the concerned Products to Contractor and Contractor shall refund Customer the amount paid for such item.

16.4 Customer acknowledges and agrees that Contractor has no indemnification obligations if: (a) any Product was in accordance with Customer's sole design or specifications, (b) Customer or any third party attributable to Customer alter the Product and the Claim would not have occurred absent such alteration, (c) Customer or any third party attributable to Customer combine the Product with materials not supplied or approved by Contractor and the Claim would not have occurred absent such combination, (d) Customer continues to use the Product after receiving written notice from Contractor to stop using the Product, (e) the Claim arises out of Customer's use of the Product in violation of this Agreement. In no case will Contractor be liable for any Claims arising out of Customer's negligent, reckless, or willful conduct.

16.5 Customer shall indemnify, defend and hold harmless Contractor, its officers, directors, employees, agents, and Affiliates ("Contractor Indemnities") for any and all expenses, including reasonable attorney's fees, incurred by Contractor Indemnities in connection with any litigation, administrative action or government investigation involving Customer negligence in which Contractor Indemnities are (i) obligated to provide testimonial, documentary or other evidence under any order, subpoena or other formal process or (ii) otherwise obligated under applicable law to take any action where failure to take such action could reasonably be expected to expose Contractor Indemnities to liability of any kind. Customer shall also indemnify, defend and hold harmless Contractor Indemnities from and against all losses, costs, expenses, obligations, liabilities, and damages, including interest, regulatory and other fines, penalties, reasonable attorneys' fees and costs that result or arise from Customer's intentional and knowing violation of any applicable law(s).

17. SKIDATA's Intellectual Property.

17.1 "Intellectual Property" means any and all information developed by Contractor in relation to Works or otherwise and includes trademarks, copyrights, service marks, trade names, logos, domain names, designs, emblems, insignia, fascia, slogans, videos, applications, know-how, information, patents, trade secrets, standards, specifications, techniques, teaching methods, schemes and materials, management methods, standard operational procedures, drawings, architectural plans and layouts, equipment standards, training manuals, user manuals, books and catalogues, handbooks, curricula, advertising and marketing material including leaflets, brochures, posters, stickers and flyers, and other material(s) and/or creation(s) irrespective of the medium and format (including inter-alia through a web platform), whether or not registered or capable of registration and all other proprietary rights whatsoever, whether owned by or available to Contractor now or in future, anywhere in the world.

17.2 "Intellectual Property Rights" means (i) all possible rights, benefits, title or interest in or to Intellectual Property, anywhere in the world (whether registered or not) including all rights provided by international treaties and conventions, rights of distribution, reproduction and all other exploitation rights, (ii) any goodwill in relation to or in connection with Intellectual Property, (iii) any licenses, permissions and grants in connection with Intellectual Property; (iv) applications, extensions and

renewals for registered Intellectual Property and the right to apply for them in any part of the world, (v) the right to obtain and hold appropriate registrations for Intellectual Property, (vi) causes of action in the past, present or future, related thereto including the rights to damages and profits, due or accrued, arising out of past, present or future infringements or violations thereof and the right to sue for and recover the same.

17.3 Contractor and/or its licensors are exclusively entitled to all Intellectual Property. For the avoidance of doubt, Contractor retains all right, title and interest in any pre-existing or new Intellectual Property which may be used in performance of the Agreement, including any modifications or improvements made during the performance of the Services. To the extent Intellectual Property is embodied in any deliverable, Contractor grants Customer a non-exclusive, royalty-free, non-transferable, non-sublicensable, license to use such Intellectual Property as is necessary to use the deliverable for Customer's general business purposes in accordance with this Agreement.

17.4 To the fullest extent available under the law, Customer expressly indemnifies and holds Contractor Indemnities harmless in respect of any claims or proceedings arising out of intellectual property infringement by Customer. Contractors are not to use engineering or construction drawings for purposes other than installing equipment and documenting the location of Contractor-supplied equipment.

18. Data Protection; Consumer Privacy Laws; Remote Access Support.

18.1 Customer's Data shall remain the property of Customer. To the extent Contractor has access to Customer's data or devices, Contractor may collect, forward, and use Customer's data for (a) fulfilment of this Agreement, (b) improvement of product and services, and (c) billing or general customer service purposes. Contractor may transfer such data to affiliated companies, or third parties commissioned to process data for Contractor insofar as it is related to performance or to make improvements to the Solution. The Customer acknowledges and accepts that Contractor uses certain software (called "Connected Asset Management" or "CAM") for the purpose of improving service quality, which collects system data – such as, but not limited to, topology, Hardware and Software version and serial numbers, status of the Software, and time of installation – from Customer.

18.2 In order to troubleshoot and diagnose any potential issues with the product and services, Contractor may request permission to access Customer's devices. The Customer may agree to allow Contractor remote access to Customer's devices including Customer's network(s), computers, or servers on a case-by-case basis to resolve specific issues when they arise. Remote access shall be conducted only through Contractor's authorized software solution (Bomgar). Any Customer provided remote access software is specifically rejected and shall not be utilized at any time.

18.3 Contractor may make backup copies of Customer's Data, the transaction history, and other relevant information at Contractor's own discretion to comply with applicable laws and regulations. However, Contractor is not otherwise obliged to preserve Customer Data outside the terms of this Agreement. Any retention of Customer Data and associated risk of loss, other than as outlined below shall be at Customer's sole risk. In the event Customer desires a backup copy of Customer Data for Customer's personal use, Customer may request a backup copy be provided at Customer's cost and Customer shall be responsible for retention and protection of any and all copies.

18.4 Contractor shall store Customer's Data for the period agreed in the Documentation. The Storage of Customer's Data beyond the period stipulated in the Documentation requires a separate agreement between the Parties. Contractor backup copies of Customer's Data serve exclusively to restore the Solution in the event of a system failure, sabotage, or other damaging event which may otherwise render the Solution unusable. Contractor backup copies are not used as data storage and therefore will not extend the storage period stated in the Documentation. After expiry of the storage period stipulated in the Documentation, Contractor is entitled to dispose of Customer's Data without consulting Customer. Customer acknowledges and agrees that Contractor may take anonymization measures instead of deleting Customer's Data. In this occasion Contractor shall carefully anonymize Customer's Data so that it can no longer be associated with Customer; and Contractor may use this anonymized information to improve its services.

18.5 Customer acknowledges and agrees, that Contractor is entitled to compile and retain Aggregate Data and Analytics Data for purposes of (a) operating, maintaining, analyzing and improving existing Cloud Based Services and (b) researching and developing new Cloud Based Services. "Aggregate Data" means anonymized information and data collected or submitted in the course of accessing and using the Cloud Based Services by Customer. Contractor may not sell Customer's Aggregate Data. "Analytics Data" means the analysis of the use of Cloud Based Services by Customer. Contractor owns all rights in and to Aggregate Data and Analytics Data, provided that such Aggregate Data and Analytics Data are anonymized in such a manner that neither Customer nor any end user can be identified.

18.6 After termination of the Agreement, Customer may choose whether to have its customer, sales, access and revenue data (or in certain cases invoice data): (a) handed over in machine readable format; (b) remain stored with Contractor for a reasonable fee; or (c) be irrevocably deleted or anonymized.

18.7 Not more than once per quarter, Contractor shall provide Customer with a data export of its sales, access and invoice data in CSV file format, unless and until Customer notifies Contractor of a different file format, free of charge upon written request. The costs for data exports in excess of this shall be charged to Customer on a time and material basis.

18.8 Both Parties will comply with all applicable industry standards concerning privacy, data protection, confidentiality and information security, including, without limitation, the then-current Payment Card Industry Data Security Standard of the PCI Security Standards Council (the PCI-DSS); ISO/IEC 27001; and all applicable federal, state, and local laws, rules, and regulations, as the same may be amended or supplemented from time to time, pertaining in any way to the privacy, confidentiality, security, management, disclosure, reporting, and any other obligations related to the possession or use of Personal Information, including without limitation, the Gramm-Leach-Bliley Act ("GLBA"), 15 U.S.C. §§ 6801-6827, and all regulations implementing GLBA; the Fair Credit Reporting Act ("FCRA"), 15 U.S.C. § 1681 et seq., as amended by the Fair and Accurate Credit Transactions Act ("FACTA"), and all regulations implementing FCRA and FACTA; the Controlling the Assault of Non-Solicited Pornography and Marketing Act ("CAN-SPAM"); security breach notification laws (such as Cal. Civ. Code §§ 1798.29, 1798.802 - 1798.84); laws imposing minimum security requirements (such as 201 Mass. Code Reg. 17.00); laws requiring the secure disposal of records containing certain Personal Information (such as N.Y. Gen. Bus. Law § 399-H).

19. Confidentiality.

19.1 "Confidential Information" has the same meaning as set forth in Wyo. Stat. §16-2-101 et. seq, as amended. Communication of information to financial institutions and their professional advisors in the context of the assignment of receivables do not constitute a breach of confidentiality.

19.2 The receiving Party agrees not to use any Confidential Information for any reason except to the extent necessary under the law. The receiving Party agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure and use of Confidential Information of the disclosing Party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such Confidential Information, which measures shall include the highest degree of care that the receiving Party utilizes to protect its own Confidential Information of a similar nature, but in any event not less than a reasonable degree of care. The receiving Party will not disclose any Confidential Information of the disclosing Party to third parties, except as required pursuant to law and to its Affiliates, employees, officers, directors, consultants, attorneys, accountants and other advisors who are required to have the information in order to carry out discussions and activities under this Agreement ("Representatives"). The receiving Party agrees to notify the disclosing Party promptly in writing of any misuse or misappropriation of Confidential Information of the disclosing Party that may come to the receiving Party's attention. Upon written request by the disclosing Party, the receiving Party will promptly return all Confidential Information, including copies, to the disclosing Party.

20. Force Majeure.

20.1 Neither Party will be responsible for any failure to perform or delay in performing its obligations under the Agreement or for damages or losses resulting therefrom, due to causes which are unavoidable and beyond the reasonable control of a Party to the extent it causes such Party to be unable to comply with any or all its obligations under the Agreement.

20.2 Such circumstances may include but are not limited to the following (each a "Force Majeure Event"): natural disasters, pandemics, epidemics, diseases, acts or threats of terrorism, cyber-attacks, outbreak of viruses, fire, flood, explosion or other similar or dissimilar acts of God, acts of war, hostilities (whether war be declared or undeclared), strikes or other matter beyond the reasonable control of the Party claiming benefit under this section, embargo or other acts of governmental or quasi-governmental restrictions or intervention, political instability, public disorder, discontinuity of internet, satellite access or other distribution network access or other similar or dissimilar events (and in the case of Contractor, scarcity of personnel and/or raw materials, accidental destruction of substantial goods at Contractor's premises, disruption to Contractor's manufacturing, sourcing and/or delivery process, or any of the foregoing occurring to Contractor's suppliers, subcontractors and/or agents).

20.3 If a Force Majeure Event occurs, then the Party affected will as soon as reasonably practicable notify the other Party in writing of the nature and likely duration of the Force Majeure Event and take all reasonable steps to reduce its effect (but without incurring unreasonable additional costs).

20.4 If the Force Majeure Event continues for more than one month, the Parties shall use their reasonable efforts to amend the Agreement in such a way that it allows the performance thereof. If

despite said reasonable efforts no agreement can be found for the amendment of the Agreement and the Force Majeure Event subsists for more than two additional months, then either Party shall be entitled to terminate the Agreement immediately upon written notice to the other Party with no further obligation or liability other than for amounts due and payable hereunder prior to the date of this termination.

- 21. Insurance.** Contractor shall provide and maintain at its own expense the following insurance against liability arising in any way from the Agreement: (a) commercial general liability insurance (including but not limited to contractual liability insurance) in a sum no less than \$1,000,000 for any one occurrence and (b) workers' compensation in compliance with the laws of the state(s) wherein the operations will occur, with employers liability insurance in the reasonable amount for each accident, and for each employee. All insurance policies will be issued by companies licensed or authorized to transact business in the state(s) where operations will occur. On a Party's request, the other Party shall provide such Party with a certificate of insurance from the other Party's insurer evidencing the insurance coverage specified in this section. The certificate of insurance shall name the other Party as an additional insured. Each Party shall provide the other Party with 30 days advance written notice in the event of a cancellation or material change in its insurance policy.

22. Miscellaneous.

22.1 Governing Law and Dispute Resolution. Except for any equitable relief and claims for payment, any dispute, controversy or claim arising out of or in relation to the Agreement, including the validity, invalidity, breach or termination, will be resolved by arbitration in Wyoming under the Commercial Arbitration Rules of the American Arbitration Association (AAA). The tribunal will consist of a single arbitrator to be chosen under the AAA rules. The language of the arbitration will be English. The award will be final and binding on the Parties and will also include legal fees, costs of arbitration and all related matters. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The Agreement is governed by the laws of the State of Wyoming, without regard to its choice of law provisions. The courts of County of Teton, State of Wyoming, shall have exclusive jurisdiction over any litigation. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply to this Agreement.

22.2 Subcontracting. Contractor is permitted to subcontract installation of equipment to a subcontractor that has the requisite skill and expertise to complete the work. Customer shall provide permission, in writing, if Contractor requests to subcontract any portion of the Services herein, including installation and maintenance. If Customer requires its choice of subcontractor, Customer shall (i) verify provision of adequate insurances of the types and values Contractor requires, and (ii) indemnify Contractor from and against any claim or allegation that arises from Customer's requested subcontractor's performance of services or presence in Contractor's facility.

22.3 Entire Agreement. This Agreement (a) is a final, complete, and exclusive statement of the agreement and understanding of the Parties with respect of the subject matter hereof, (b) constitutes the entire agreement of the Parties with respect to the subject matter hereof, and (c) supersede, merge, and integrate herein any prior and contemporaneous negotiations, discussions, representations, understandings, and agreements between any of the Parties, whether oral or written, with respect to the subject matter hereof.

22.4 Conflicting Terms. All terms of any purchase order or similar ordering document provided by Customer, including but not limited to pre-printed terms or references to links whether inconsistent, similar, or in addition to this Agreement or any portion of the Agreement are expressly rejected. Any other additional or inconsistent terms or conditions in a purchase order or course of dealings between the Parties or usage of trade are expressly disclaimed and rejected. This Agreement shall control and take precedence over any previously or subsequently executed agreements or understandings regarding the subject matter of this Agreement.

22.5 Assignment. Customer shall not assign or transfer this Agreement or any of its rights or obligations hereunder, to any other person or entity, whether by written agreement, operation of law or otherwise, without the prior written consent of Contractor, which consent shall not be unreasonably withheld. Any purported assignment or transfer by Customer without Contractor's prior written consent will be void. Contractor may freely assign this Agreement, including any of its rights hereunder, and it may freely delegate its obligations hereunder, in each case to any of its Affiliates and/or to any person or entity that acquires Contractor or all or substantially all of Contractor's assets related to the products and services provided under this Agreement. In addition, Contractor may also freely assign or transfer any receivables from Customer under this Agreement. This Agreement is binding upon, and inures to the benefit of, the Parties and their respective successors and permitted assigns.

22.6 Amendment. This Agreement can be amended or modified if, and only if, such amendment is in writing and is signed by each Party.

22.7 Waiver. No failure or delay by any Party in exercising any of such Party's rights, powers, or privileges hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power, or privilege hereunder or otherwise.

22.8 Survivability. The terms and conditions of the Agreement which by sense and content are intended to survive, including payment, warranties and disclaimers, confidentiality, indemnification, and limitation of liability, shall survive the expiration or termination of the Agreement. No claims arising out of this Agreement shall be brought more than two years after the completion or termination of this Agreement.

22.9 Severability. If any portion or provision of the Agreement is to any extent determined to be illegal, invalid, or unenforceable by a court of competent jurisdiction, then the remainder of the Agreement, and the application of such portion or provision in circumstances other than those as to which it is so determined to be illegal, invalid, or unenforceable, as applicable, will not be affected thereby.

22.10 Contra Proferentem. Each Party acknowledges that it has been represented by counsel under this Agreement or had the opportunity to consult with counsel. Accordingly, any rule of applicable law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the drafting party has no application and is expressly waived.

22.11 Authority to Sign. The individual(s) executing this Amendment on behalf of each party is/are authorized to execute this Agreement on behalf of said party. Each party has taken all actions required

by law to approve the execution of this Agreement.

22.12 Interpretation. Titles, captions, and headings included herein are for convenience of reference only and are not to affect the meaning, construction, or interpretation hereof or of any provision hereof.

22.13 Attorney's Fees. In the event of any litigation, arbitration or any judicial proceeding arising as a result of the breach of the Agreement, the Party prevailing in such litigation or judicial proceeding will be entitled to collect the costs and expenses of bringing or defending such litigation or proceeding, including reasonable attorneys' fees, from the Party not prevailing.

22.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be considered an original but altogether constitute the same instrument. Acceptance of this Agreement may be made in electronic form showing the signatures of both parties. The Parties agree that electronic signatures are legally valid, effective, and enforceable.

22.15 Compliance with Applicable Laws. Each Party covenants and agrees to comply with all applicable Wyoming state, Town of Jackson and County of Teton local, and federal laws during the Term of this Agreement and thereafter as may be applicable.

22.16 Trade Compliance. The Customer confirms that it will do its utmost to act in compliance with Economic Sanctions and Export Control Laws, and that neither the Customer, nor, so far as the Customer is aware, any agents or other persons acting on behalf of any of the foregoing is, or has been, listed on any US, EU, UN or UK sanction list. The Customer shall not sell, export or re-export, the product, directly or indirectly, to Russia, Belarus, Iran, North Korea, Syria or occupied parts of Ukraine. The Customer shall undertake its best efforts to ensure that the purpose of this section is not violated by any third parties further down the commercial chain. Any violation by the Customer of this clause constitutes a material breach of an essential element of this Agreement, and Contractor, its officers, directors, employees, agents and Affiliates shall be entitled to appropriate remedies, including, but not limited to: (1) termination of this Agreement; (2) a penalty of [25%] of the total value of this Agreement or price of the goods exported, whichever is higher; and (3) indemnification of Contractor, ASSA ABLOY Group and its officers, directors, employees, agents and Affiliates.

22.17 Non-Discrimination. Each Party agrees that it will not discriminate on the basis of race, color, national origin, disability, age, or military service in its administration of policies, programs, services and activities, or in employment.

22.18 Notices. All notices to be given in connection with this Agreement shall be in writing and shall be effective when delivered to Contractor or Customer, as may be the case, at their respective addresses set forth in this Agreement. Date of delivery shall be, as applicable, (1) when delivered, if personally delivered (2) forty-eight (48) hours after posting, if sent by certified mail, return receipt requested, postage prepaid, and (3) the next business day after deposit with the courier company, if sent by overnight courier.

22.19 Governmental Immunity. Notwithstanding anything contrary herein or that may be interpreted as such, the Customer does not waive its governmental immunity by entering into this

Agreement, and fully retain all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.

By signing below, you are acknowledging that you accept and understand the nature, terms, conditions, and scope of the Agreement and agree that the Agreement contains the entire agreement between the Parties.

CUSTOMER

SKIDATA

SIGNATURE: _____

SIGNATURE: _____

PRINTED NAME: _____

PRINTED NAME: _____

TITLE: _____

TITLE: _____

ORGANIZATION: _____

ORGANIZATION: _____

DATE SIGNED: _____

DATE SIGNED: _____

ATTEST: _____

Riley Taylor, Town Clerk

ATTACHMENT A
SKIDATA SCOPE OF WORK

Attachment A: Services

SKIDATA will provide the Services per the specifications in section 11.12.26.01, pages 01-45, except for the exceptions noted on the following page "Clarifications, Deviations, and Exceptions" labeled A1 per the schedule labeled A2.

CLARIFICATIONS, DEVIATIONS & EXCEPTIONS

Specification Section	Exception to Specification	Proposed Solution/Substitution
ATTACHMENT-A_111226.01 PARCS Jackson WY 2.5 Communications Page 22 G	Every PARCS device and system component must operate independently in the event of a network communications failure or interruption. Each device requires buffering of data for a minimum of 2,000 transactions. System will continue to operate in the off-line mode and store the buffered data until the data connection is restored. Upon restoration of the data connection, all stored data will automatically be uploaded to the server or cloud. In the event some transactions are not successfully uploaded, send an alert, and continue to store the transactions locally until successful uploading has occurred.	Each lane is capable of operating in various degraded modes depending on where a network outage occurs.
ATTACHMENT-A_111226.01 PARCS Jackson WY 2.6 Equipment and Subsystems Page 22 C.1	Provide a cloud-based solution.	SKIDATA is currently a Hybrid local/cloud based system. Some features and services are available in the cloud, some are only available via local interface.
ATTACHMENT-A_111226.01 PARCS Jackson WY 2.6 Equipment and Subsystems - D. Entry Station Page 23 D.1.a	Access door with appropriate tamper-resistant locking system with notification/log of door openings	Door notifications are optional but not included at this time.
ATTACHMENT-A_111226.01 PARCS Jackson WY 2.6 Equipment and Subsystems - G. Intercom Subsystem Page 30 G.1	Provide and install a video enabled intercom system for two-way communication between the PARCS field devices at all entry and exit lanes and POF stations, to a centralized location designated by the Owner.	Video (pin hole cameras) are optional, but not included at this time.

Sequencing

Where possible and in further discussion, the most efficient use of resources for all would be gained by sequencing the conversion locations so the SKIDATA project team need not ramp up each time but cut from one location to another without delay. We understand that this puts all other considerations aside, but it is an important objective if it can be achieved. Further discussions will commence during the design meetings to solidify the plan as it becomes a balance between speed/efficiency vs service interruption. For example, working in more lanes concurrently is faster than working in less, but causes greater impact to operations.

The specific order of the locations will be discussed during the initial kickoff/design meetings. This plan takes a 50/50 approach, where half of the lanes are taken offline and converted. When completed, tested, and accepted, the remaining 50% of lanes are closed off and traffic is diverted to the new system. This approach allows for system installation while preventing a loss of revenue. Training is timed to occur right before the first location goes live.

ID	Task Name	Duration	Start	Finish	Predecessors	2025
0	Town of Jackson	52 days	Mon 3/17/25	Tue 5/27/25		
1	Award	0 days	Mon 3/17/25	Mon 3/17/25		
2	Contract Execution Notice to Proceed	0 days	Mon 3/17/25	Mon 3/17/25		
3	Submittals	20 days	Mon 3/17/25	Fri 4/11/25		
4	Submittal Schedule	20 days	Mon 3/17/25	Fri 4/11/25		
11	Hardware Production	40 days	Mon 3/17/25	Fri 5/9/25		
12	Production of equipment	40 days	Mon 3/17/25	Fri 5/9/25		
13	Equipment manufacturing SKIDATA	8 wks	Mon 3/17/25	Fri 5/9/25	2	
14	Order Third Party Equipment	2 wks	Mon 3/17/25	Fri 3/28/25	2	
15	Installation Phase	10 days	Fri 5/9/25	Fri 5/23/25		
16	Site Ready for Installation	0 days	Fri 5/9/25	Fri 5/9/25	13	
17	Installation Start	0 days	Fri 5/9/25	Fri 5/9/25	16	
18	Civil preparation work	4 days	Mon 5/12/25	Thu 5/15/25	17	
19	Prepare for new Equipment Mounting	2 days	Fri 5/16/25	Mon 5/19/25	18	
20	Install new equipment	3 days	Tue 5/20/25	Thu 5/22/25	19	
21	commissioning testing with Stakeholders	1 day	Fri 5/23/25	Fri 5/23/25	20	
22	Go Live	0 days	Fri 5/23/25	Fri 5/23/25	21	
23	Contract Closeout	2 days	Mon 5/26/25	Tue 5/27/25		
24	Project Closeout	1 day	Mon 5/26/25	Mon 5/26/25	22	
25	Final Acceptance	1 day	Tue 5/27/25	Tue 5/27/25	24	
26	Training	1 day	Fri 5/23/25	Fri 5/23/25		
27	Training Class 1	1 day	Fri 5/23/25	Fri 5/23/25	20	

A2

SECTION 11 12 26.01 - PARKING ACCESS AND REVENUE CONTROL SYSTEM (PARCS) WITH LICENSE PLATE RECOGNITION (LPR)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Related to this Section:
 - 1. Project Drawings
- C. Codes and Regulations:
 - 1. Comply with all applicable Federal, State and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein and compliant with the Owner internal policies.
 - 2. Obtain all permits, licenses and certificates, or any such approvals of plans or specifications as may be required by Federal, State and local laws, ordinances, rules and regulations.
 - 3. Compliant with Owner's internal policies for the proper execution of the work specified herein.
 - 4. Comply with Federal and State right-to-know laws if hazardous materials are used. The Materials and Safety Data Sheets (MSDS) shall be made available to all workers and Owner representatives. PARCS Vendor shall report immediately to the Owner any spillage or dumping of hazardous materials on Owner property. The PARCS Vendor shall also be responsible for the cleanup and any costs incurred for all such incidents.
 - 5. Keep current copies of all licenses, registrations or permits required by applicable governing agencies on the job site while performing the contract work and provide copies to Owner as requested during the performance of this contract.
 - 6. Payment Card Industry (PCI) compliance is required.
 - 7. Comply with the requirements of the American with Disabilities Act (ADA) including the 2010 ADA Standards for Accessible Design and any state or local jurisdiction requirements for accessibility, communication and use by individuals with disabilities and compliant with any Owner internal policies. Contractor is responsible for determining which parts of the PARCS must be ADA compliant.
 - 8. The following is a list of standards referenced in the contract documents. The latest revision in effect for each standard at the time of Notice-To-Proceed (NTP) shall be used in conjunction with the contract documents.
 - a. ADA
 - b. CFR
 - c. ANSI X9.24, Financial Services Retail Key Management
 - d. Federal Communications Commission emission limits
 - e. FIPS 140-2

- f. International Electrotechnical Commission (IEC) 529
 - g. ISO 9001
 - h. ISO/IEC 7816 parts 1 through 3
 - i. ISO/IEC 14443
 - j. ISO/IEC 18092 / ECMA-340, Near Field Communication Interface and Protocol-1
 - k. ISO/IEC 21481 / ECMA-352, Near Field Communication Interface and Protocol-2
 - l. NFPA 70
 - m. NFPA 130
 - n. National Electrical Code
 - o. Payment Card Industry Data Security Standard (PCI DSS)
 - p. Payment Card Industry Payment Application Data Security Standard (PA DSS)
 - q. Payment Card Industry Point to Point Encryption (PCI P2PE)
 - r. UL Standard 60950, "Information Technology Equipment – Safety"
 - s. UL 325
9. The PARCS Vendor shall identify and notify the Owner of any changes to the standards that are instituted between the time of NTP and PARCS implementation and certify that their software meets these requirements.
10. All units that are developed, procured, or used by federal agencies shall also meet Section 508 Standards for Information Communication Technology.

1.2 DEFINITIONS

A. List of abbreviations:

- | | | |
|-----|-------|--|
| 1. | ADA | Americans with Disabilities Act |
| 2. | ANSI | American National Standards Institute |
| 3. | API | Application Programming Interface |
| 4. | APGS | Automated Parking Guidance System |
| 5. | AVI | Automated Vehicle Identification |
| 6. | BG | Barrier Gate |
| 7. | BLE | Bluetooth Low Energy |
| 8. | CBEMA | Computer and Business Equipment Manufacturers' Association |
| 9. | CDMS | Central Data Management System |
| 10. | CFR | Code of Federal Regulations |
| 11. | CT | Cashier Terminal |
| 12. | EMV | Europay, MasterCard, and Visa |
| 13. | ENS | Entry Station |
| 14. | EXS | Exit Station |
| 15. | FACTA | Fair and Accurate Credit Transactions Act |
| 16. | FAT | Factory Acceptance Test |
| 17. | FDR | Final Design Review |
| 18. | GPR | Ground Penetrating Radar |
| 19. | GUI | Graphical User Interface |
| 20. | HA | High Availability |
| 21. | IP | Intrusion Protection |

22.	IRW	Image Review Workstation
23.	ISO	International Organization for Standardization
24.	LAT	Lane Acceptance Test
25.	LED	Light Emitting Diode
26.	LPR	License Plate Recognition
27.	NEMA	National Electrical Manufacturers Association
28.	NEC	National Electrical Code
29.	NFC	Near Field Communication
30.	NTP	Notice to Proceed
31.	ODBC	Open Database Connectivity
32.	ODT	Operational Demonstration Test
33.	PA-DSS	Payment Application Data Security Standard
34.	PARCS	Parking Access and Revenue Control System
35.	PCI	Payment Card Industry
36.	PCI P2PE	PCI Council Certified Point to Point Encryption
37.	PCI DSS	Payment Card Industry Data Security Standard
38.	PIL	Pay in Lane
39.	PIN	Personal Identification Number
40.	POF	Pay on Foot
41.	QA/QC	Quality Assurance/Quality Control
42.	SDD	System Design Documents
43.	SDR	System Design Review
44.	SQL	Structured Query Language
45.	UL	Underwriters Laboratories, Inc.
46.	UPS	Uninterruptible Power Supply
47.	VM	Virtual Machine
48.	VMS	Variable Message Sign
49.	VoIP	Voice over IP (internet Protocol)

1.3 SUMMARY

- A. Furnish and install an on-line, real-time Parking Access and Revenue Control System (PARCS) functioning in the manner described herein. The project is for an already constructed garage that does not currently have a PARCS system. The location address is 160 S Millward St, Jackson, Wyoming, 83001
- B. References in this section to "Contractor" include any Subcontractor performing Work related to the PARCS.
- C. Identify any clarifications, deficiencies, exceptions or errors in the Specifications or Drawings in Contractor proposal. Deficiencies or discrepancies in the Specifications or Drawings do not relieve the Contractor of the responsibility to provide a fully functional, reliable PARCS as intended by the design. Clarifications and exceptions to the design taken by the Contractor must be clearly stated in the proposal and are subject to Owner approval.
- D. Summary of Parking Lane and Supplementary Equipment:
 - 1. Lane Equipment:

- a. One entrance lane, each containing:
 - 1) ENS equipped with:
 - a) Ticket dispenser.
 - b) Barcode reader.
 - c) Proximity card reader.
 - d) Intercom.
 - 2) Auto gate with inductive loops.
 - 3) Lot Full sign.
 - 4) Protective bollards.
 - b. Two exit lanes containing:
 - 1) EXS equipped with:
 - a) Ticket reader.
 - b) Payment card reader.
 - c) Barcode reader.
 - d) Proximity card reader.
 - e) Intercom.
 - 2) Auto gates with inductive loops.
 - 3) Protective bollards.
- 2. Other Equipment:
 - a. Parking Office
 - 1) Staff Intercom Station
 - b. Other equipment as specified herein.
- E. See Drawings for equipment locations.
 - F. Work Included:
 - 1. Review Drawings and Specifications to be certain that all functional requirements, as described, can be achieved with equipment to be supplied.
 - 2. Provide Submittals as specified.
 - 3. Coordinate and confirm final and precise layout of PARCS equipment, mounting structures, conduits, stubs, and anchor bolts with Owner prior to installation.
 - 4. Attend construction meetings, provide schedules as requested, and schedule fieldwork to be coordinated with Owner.
 - 5. Provide and install all PARCS equipment as described and specified.
 - 6. Provide and install mounting structures necessary for the PARCS equipment.
 - 7. Provide and install all software, ancillary components, and materials to provide a complete and functioning PARCS and the interconnection with any Owner supplied equipment.
 - 8. Provide, install, terminate, and connect all necessary communications wiring and conduit required for the PARCS.

9. Provide, install, terminate, and connect any power conditioning that is required for the operation of the system.
10. Comply with all applicable codes and standards.
11. Authorize and accept responsibility for application of power to equipment and initiation of operation.
12. Run all initial diagnostics and system testing necessary to provide a complete working system.
13. Participate in system commissioning as required herein.
14. Test equipment as specified.
15. Provide as-built drawings, operating manuals, maintenance manuals, as specified.
16. Provide training as specified.
17. Provide warranty services as required.

G. PARCS Future System Expansion:

1. Readily upgradable, scalable, and modular in design to accommodate additional equipment, parking facilities, features and functionalities including the following:
 - a. Additional PARCS field devices.
 - b. Additional parking facilities.
 - c. Additional integrations (LPR, loyalty programs, connected cars, Bluetooth, etc.).
 - d. Interface with open API's for adding third party applications.
 - e. Firmware or software upgrades without the need to replace field devices.

1.4 REQUIRED MEETINGS

- A. System Design Review (SDR) meeting: Conduct initial SDR meeting within forty-five (45) days of contract award (after final contract negotiations) and follow-up as needed. Purpose of SDR is to review the Contractor's System Design Documents (SDD), which include the following Proposal Submittals and Informational Submittals:
1. Product Data Submittals
 2. Typical Lane Layouts
 3. Project Schedule
 4. Phasing Plan
 5. Samples
 6. Training Plan
 7. Testing Plan
- B. Pre-Installation Meeting: Conduct meeting at project site thirty (30) days in advance of time scheduled for work to proceed to review requirements and conditions that could interfere with successful PARCS implementation. All parties concerned with PARCS installation including electrical, communications, concrete/asphalt work, or others who are required to coordinate work should attend. Include the Owner or their representatives. At a minimum, cover:
1. Required preparatory work
 2. Site safety and security requirements

3. Required work areas and laydown requirements
4. Review installation and implementation schedule
5. Review testing and acceptance procedures

1.5 SUBMITTALS

A. Proposal Submittals

1. Company Information

a. Provide the following company information:

- 1) Name of company submitting proposal.
- 2) Brief company overview including a description of the company culture, company structure, and a statement on whether the company is a private or public entity.
- 3) Years in business.
- 4) Number of employees.
- 5) Annual sales volume.
- 6) List of key accounts.
- 7) Names and titles of key personnel. Identify the primary point of contact and authorized individual to submit the proposal on behalf of your company.

b. Provide a list of any subcontractors, their business address, and a brief summary of their role in the project.

c. Description of the Contractor's presence in the local area.

- 1) Physical location of the nearest service center for PARCS maintenance and repairs.
- 2) Number of staff at this location.
- 3) Number of contractor-owned service vehicle at this location.

2. Manufacturer's Qualifications: Verify the following, in writing:

- a. In continuous operations for previous five years.
- b. Primary components installed and operating in three or more facilities of similar size and complexity. Provide the following for each installation.

- 1) Name of project
- 2) Location
- 3) Contact name, telephone number and email address
- 4) Date of installation
- 5) Number of lanes
- 6) Description of equipment and quantities
- 7) Payments accepted
- 8) Credential types used
- 9) Photos of installed PARCS

3. Installer Qualifications:

- a. In continuous operations for previous five years.
 - b. Proven ability to install equipment and provide appropriate and required service and support after installation.
 - 1) Approved in writing by PARCS manufacturer(s).
 - 2) State number of years installing for manufacturer.
 - 3) Three comparable installations in parking facilities of similar size and complexity in past three years.
 - 4) Provide the following for each installation.
 - a) Name of project
 - b) Location
 - c) Contact name, telephone number and email address
 - d) Date of installation
 - e) Number of lanes
 - f) Description of equipment and quantities
 - g) Payments accepted
 - h) Credential types used
 - i) Photos of installed PARCS
 - c. Service Center located such that a service technician can be on site no later than the next business day.
 - d. Organizational Chart - include names, title, and roles of individuals who will be assigned to this project including any subcontractors.
 - e. Include resumes for key personnel.
4. Project Approach – Submit the following:
- a. Executive summary of your team's proposed PARCS solution for completing the scope of work, as described, including any unique PARCS features and functionalities that will enhance customer service and facilitate greater operational efficiencies.
 - b. Detail the plan for design, installation, implementation, training, and testing.
 - c. Description of the Contractor's approach for post-installation customer service.
5. Project Schedule based on the anticipated project milestone dates outlined herein:
- a. Milestone dates clearly identified
 - b. Task and subtask start and completion dates
 - c. Narrative description of phasing for each area of work including installation of field devices and performance of acceptance testing
 - d. Training schedule relative to system activation
6. Product Data Submittals:
- a. List of each primary component of system and the manufacturer.
 - b. Cut sheets including equipment dimensions; power and load requirements; communication requirements; operating temperature range; buffering limits

for all PARCS devices; and IP rating for field devices for all PARCS equipment listed in Section 1.3.D, as well as:

- 1) Communication Network Components
 - 2) Traffic Control Signage
 - 3) Switches
 - 4) Software Application
7. List all manufacturer-recommended spare parts (name, part number, quantity, and unit price) to be maintained on site.
 - a. The Owner reserves the right to order additional parts and manage the PARCS spare parts inventory as required to maintain the system.
 - b. The proposed spare parts list is subject to the approval of the Owner, and the Owner reserves the right to modify the spare parts inventory throughout the term of the Contract.
 - c. Owner to provide a storage location of the spare parts.
 - d. Provide a software/database monitoring tool for tracking the inventory and usage of spare parts.
 8. Detail infrastructure solution and components for a cloud hosted server solution. Description of any offsite or cloud-based components of the system and the methods by which the on-site equipment and software communicates with the offsite/cloud-based components. This must include a description of the communications and networking methods required to integrate the onsite and offsite components, who provides the associated communications network (Owner, Contractor, or a combination), and any costs associated with this communications network.
 9. Software application and version(s).
 10. Provide a narrative and graphic description of the PCI P2PE solution including:
 - a. Any entities (gateways or service providers) that will stand between the PARCS and the intended processor.
 - b. Any one-time, recurring, or transaction-based costs associated with the use of those gateway or service providers.
 - c. Network diagrams and data flow charts describing the solution.
 11. PARCS standard reports including screenshots and sample reports.
 12. List of any Contractor needed equipment that the Contractor expects the Owner to provide.
 13. Price Proposal Form with total PARCS cost and unit cost of each component along with add/alternate items and any reoccurring costs (on an annual basis) not already provided.
 14. Exceptions and Substitutions:
 - a. Substitutions: Where functional performance features or quality of system varies materially from that specified, identify substitution being proposed. Include catalog sheets, brochures, and/or technical specifications of the proposed substitution.

- b. Exceptions: Provide an all-inclusive list of all exceptions taken to any part or parts of these Specifications (including substitutions).
- 15. Warranty: Submit copy of warranty and explanation of any instances which may impact warranty coverage.

B. Informational Submittals – After Project Award, prior to SDR meeting.

- 1. All submittal approvals, comments and rejections will be returned to the Contractor by the Owner's designated representative. Required Submittals must be resubmitted until accepted. Provide cover letter indicating the submittal purpose with area for comments and stamp by Owner's representative. Responses will be returned indicating one of the following with additional notes as needed:
 - a. "No Exception Taken" – accepted submittal.
 - b. "Rejected" – resubmittal required.
 - c. "Submittal Not Required No Review Performed" – no further action needed.
 - d. "Make Corrections Noted Resubmittal Not Required" - accepted but take corrective action.
 - e. "Revise and Resubmit" – resubmittal required.
- 2. Detailed Project Schedule for implementation, training, and testing including:
 - a. Project plan in Gantt chart format generated using currently supported Microsoft Project or similar program approved by Owner.
 - b. Milestone dates clearly identified, including staff training and testing
 - c. Task start and completion dates.
 - d. Phasing for installation of field devices, performance of acceptance testing, and activation for public use.
- 3. Shop Drawings
 - a. Mounting details for PARCS equipment, per manufacturer recommendations.
 - b. Wiring diagrams detailing wiring requirements for power, signal, and control systems.
 - c. Locations for electrical and communications connection points and pathways including conduit runs, network access points, power panels and circuits, and server location.
 - d. Clearly indicate work that is not in contract.
- 4. Samples: submit samples of tickets, reports, and other items requiring selection as part of the SDR meeting.
- 5. Schematic diagram showing communication between head end equipment and field devices.

C. Other Submittals – After Project Award, prior to SDR meeting. Submit in accordance with Division 1

- 1. Training Plan and Schedule (to be submitted as part of the SDR meeting):

- a. Owner to tentatively approve or suggest changes to the training schedule.
 - b. Fourteen calendar days prior to each instruction session, submit an outline of the instruction material and approximate duration of the session. Allow ample time within each session for the Contractor to fully describe and demonstrate all aspects of the PARCS and allow Owner personnel to have hands-on experience with the PARCS.
2. Testing Plan (to be submitted as part of the SDR meeting):
 - a. Plan for testing all system functionalities described herein as well as any other functionalities proposed by the Contractor.
 - b. Owner to return review comments to the Contractor. Contractor to incorporate review comments into the Test Plan and resubmit for verification that all comments have been incorporated. Approved document will be termed the Test Procedures Document.
 - c. Approval of finalized Test Procedures Document is required prior to commencement of any test.
 - d. Develop test procedures for:
 - 1) Lane Acceptance Test (LAT).
 - 2) Operational Demonstration Test (ODT).
 - e. Revised schedule in Gantt format with milestone dates clearly identified, task start and completion dates, lane-by-lane installation dates, training dates, and testing dates.
 - f. Description of phasing to decommission each lane, install new field devices, perform LAT, and activate for public use.
3. Submit the following manuals in both hardcopy and electronic (PDF) format 30-days prior to commencement of testing:
 - a. PARCS user's manuals.
 - b. PARCS subsystem manuals.
 - c. Accessory and 3rd party equipment manuals.
 - d. PARCS maintenance procedures manual.
 - e. Training manuals.
4. Spare Parts
 - a. Deliver spare parts per the approved spare parts list, complete and ready to use, prior to commencement of testing.
 - b. Maintain inventory of spare components at this level as components are used during warranty period.
5. Stock Items: Furnish the following supply of operating stock items prior to commencement of testing.
 - a. 100,000 Owner approved parking tickets.
 - b. 100,000 Owner approved receipt tickets per exit device unless provided below.
 - c. 500 Proximity cards.

6. Equipment Keys

- a. Provide two (2) sets of keys for each unit of equipment with locks.
- b. All equipment and enclosures of the same type (ENS, EXS, Gates, etc.) have the same key and equipment of different types have different keys.
- c. Keys are unique to this project; other equipment supplied by the same manufacturer in the region cannot use the key provided for this project site.
- d. APM doors and vaults cannot be keyed the same and must be high security mechanical keys.
- e. If a special tool is required to perform any function on the PARCS during the normal course of business and/or maintenance, provide three of these tools.

D. Closeout Submittals

1. Copies of all licenses, registrations, documentation, disks and other media (as may have been included with commercially available software packages) to be submitted prior to commencement of testing. In addition, ensure that all licenses, registrations and warranties have been transferred to Owner prior to final software turnover.
2. As-Built Documentation: Submit as-built documentation of all systems and components installed as part of the PARCS. Include drawings of the actual installed conditions of all equipment and cabling components and configuration settings upon the completion of any acceptance test.
 - a. Update the most recent as-built documentation as further changes occur in the field or as a result of a patch or upgrade to an installed system throughout the warranty period.
 - b. Provide a list of all TCP/IP devices with each device's IP address, MAC address, and general description of the installation location.

1.6 QUALITY ASSURANCE

- A. Comply with all laws, ordinances, codes, rules, and regulations of public authorities. It is the responsibility of the Contractor to meet these and all other current technical, performance, and safety standards that are applicable to all components and to the entire system, even when not specifically referenced.
- B. Obtain all required permits.
- C. All equipment and parts to be newly manufactured and never installed in any other operational system other than for factory test purposes.
- D. UL standards where test standards have been established.
 1. Equipment and materials which are not covered by UL Standards may be considered provided equipment and material is listed, labeled, certified or otherwise determined to meet safety requirements of a nationally recognized testing laboratory.

2. Equipment of a class for which no nationally recognized testing laboratory accepts, certifies, lists, labels, or determines to be safe, will be considered if inspected or tested in accordance with national industrial standards, such as NEMA, or ANSI. Evidence of compliance shall include certified test reports and definitive product data.
- E. Equipment housings, conduits, and junction boxes exposed to weather (any location not in a conditioned environment) shall meet or exceed IP65 standards. Components that do not meet IP65 standards or better may be considered if implemented with supplemental environmental controls such as air conditioners and dehumidifiers.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Contractor must receive all equipment on-site. Owner will not receive, unload, or participate in the delivery of equipment to the site.
- B. Contractor is responsible for replacing any items damaged during shipping, by expedited means, at no additional cost to the Owner if required to maintain installation schedule.
- C. Coordinate designated storage/staging area(s) for PARCS equipment that has not been installed prior to shipping to site to ensure area is sufficient and available.
- D. It is the Contractor's responsibility to protect the equipment from theft and damage until final acceptance. This may include installation of fencing, locks, and any other security provision deemed necessary by Contractor. Should the stored equipment be stolen or damaged prior to final acceptance, replace the equipment at no additional cost to the Owner.
- E. Deliver equipment to site in manufacturer's original containers to prevent damage and marked for easy identification.

1.8 PROJECT/SITE CONDITIONS

- A. Environmental Conditions: Entire system and components warranted to be unaffected by weather conditions typical to the area as well as the conditions listed below:
 1. Ambient Temperatures: -20°F to 120°F (with addition of solar loading)
 2. Humidity: 0% to 99% (non-condensing)
 3. Rain: Blowing rain with 80 mph gusts
 4. Dust: Accumulating and blowing dust and fine sand
- B. Entire system and components warranted to be unaffected by non-direct lightning strikes, or similar types of power interference.
 1. Present solution for preventing power interference for Owner approval prior to implementation.
 2. Provide lightning protection through surge arrestors or earthen ground rods or a combination thereof for the PARCS.

3. Determine, based upon the PARCS manufacturer's system requirements, the appropriate lightning protection method to use for the location where the equipment is installed.
 4. Provide equipment that is UL-approved for use as part of a labeled lightning protection system and marked in accordance with UL procedures.
- C. Any new islands or pads containing PARCS equipment must not be poured until stub ups and any necessary anchor bolts are properly placed and verified by the Contractor. Any conflicts with installation at a particular location must be resolved prior to pouring lanes and pads for PARCS equipment.

1.9 WARRANTY, SERVICE AND SUPPORT (INITIAL PERIOD)

- A. Warranty period on the PARCS starts upon notification from the Owner of Final System Acceptance.
- B. Warranty all parts, materials, and workmanship following Final System Acceptance for a period of 12 months (1 year). Inclusive of ALL costs (parts, labor, maintenance, software support, warranty repairs, Contractor travel time, Contractor expenses, etc.) incurred during the warranty period to be provided without additional cost to the Owner.
- C. Costs (time and material) for repair or parts replacement, components, etc., damaged or rendered unserviceable due to apparent and provable misuse, abuse, vandalism or negligence by Owner or the using public are excluded as a warranty requirement. Also excluded from the warranty are damages due to Acts of God. Contractor costs related to these non-warranty repairs can be invoiced to the Owner on a time and materials basis.
- D. Maintain all systems that are operating prior to starting the warranty period. Maintenance services to be defined within the Manufacturer's recommended maintenance procedures manual submitted as accepted by the Owner.
- E. Repair Service during the Warranty Period:
1. Begin repair service no later than the next business after the initial service request by the Owner within normal business hours.
 2. Resolution of the situation within 48-hours after notification is required in all situations. A temporary solution is acceptable in the event replacement parts are not available in inventory.
 3. Factors beyond the control of the Contractor, such as unexpected delays in parts, accidents, severe weather, and unusual traffic, require thorough documentation to be submitted to the Owner the next business day. The Owner may grant relief for the service hour requirement after reviewing these factors.
- F. Emergency Maintenance Service during the Warranty Period: Conditions requiring emergency maintenance services by the Contractor are conditions in which a lane, PARCS device, or group of devices become unusable due to malfunction, failure, or damage and the condition cannot be remedied by Owner personnel.

1. Provide three (3) methods of notification to be used for emergency contact information (ex: telephone, email, SMS text message).
2. Acknowledge receipt of emergency service request within 60 minutes of notification.
3. Begin emergency repair service by the next business day after the emergency service request.
4. Resolution of the situation within 48-hours after notification. A temporary solution is acceptable in the event replacement parts are not available in inventory.
5. Factors beyond the control of the Contractor, such as unexpected delays in parts, accidents, severe weather, and unusual traffic, require thorough documentation to be submitted to the Owner the next business day. The Owner may grant relief for the service hour requirement after reviewing these factors.

G. Software Support during the Warranty Period:

1. Provide on-site and remote software support for PARCS and all 3rd party software applications.
2. Provide 24/7 hotline telephone software support.
3. Make available to the Owner normal PARCS software improvement releases (updates) when they become available at no additional cost to the Owner.
4. Provide all PARCS and operating system software patches and updates free of charge during the warranty period; however, the Owner reserves the option of implementing the updates or not. Provide documentation seven calendar days prior to all PARCS and operating system software modifications, patches, updates, and upgrades, that describes:
 - a. Patch/update release designation
 - b. Proposed date and time of implementation
 - c. Detailed description of what the patch/update accomplishes
 - d. Full disaster recovery procedures that return the system to its pre-patch/update condition
5. Coordinate the testing and implementation of all patches and updates with the Owner. PARCS Database and PARCS application software maintenance to be performed remotely or on-site as approved by the Owner.
6. Support upgrades to the PARCS application based on operating system patch and upgrade requirements. (For example, if the PARCS runs on a Microsoft operating system, patch the PARCS software according to the Microsoft patch and upgrade schedule without breaking any application. If Microsoft decommissions an operating system, the Contractor must be capable of releasing code compatible with next operating system upgrade prior to Microsoft ending support for current operating system.)
7. Provide corrective patches and upgrades in the event security vulnerability or system availability issues are discovered.

H. Preventive Maintenance Service during the Warranty Period:

1. Provide preventive maintenance services for all systems throughout the warranty period. Preventive maintenance procedures and frequencies to be defined within

- the Manufacturer's recommended maintenance procedures manual submitted with the Proposal as modified and accepted by the Owner.
2. Preventive maintenance services include but are not limited to inspection, testing, necessary adjustment, alignments, calibration, parts cleaning, battery replacement, communication system maintenance, server administration and database administration of the PARCS provided by the Contractor.
 3. Perform all preventive maintenance at non-peak periods during regular business hours.

1.10 ADD ALTERNATES

- A. Post Warranty Maintenance Services and Support
1. Include proposed add/alternate costs in the proposal to provide post-warranty maintenance services for the PARCS on an annual basis for five (5) years following expiration of the warranty period with pricing valid for the Owner to purchase the Post-Warranty Maintenance Services through a service agreement between the Owner and Contractor.
 2. Substitute a VMS at each entry as shown on the drawings.

PART 2 - PRODUCTS

2.1 PAYMENT CARDS

- A. All aspects of the PARCS, including but not limited to, hardware, software, configuration settings, processes (both manual and automated), policies, procedures, reports, network architecture, data storage schemes and other products for the PARCS must be compliant with all applicable Payment Card Industry (PCI) Security Standards Council standards, Information Supplements and Guidelines (www.pcisecuritystandards.org) published or in force at the time of installation, so that the Owner can certify the system as PCI Compliant. As part of demonstrating compliance with the PCI security standards, the requirement or use of a compensating control (as defined by the PCI Security Standards Council) shall only be permitted with written approval of the Owner.
- B. Coordinate with Owner on clearinghouse and/or gateways to be used for authorization.
- C. Provide authorization for the following brands/types of payment cards:
1. Visa
 2. MasterCard
 3. American Express
 4. Discover
 5. Bank-Issued Debit Cards with any of the above card brand affiliations, accepted as a credit card.
- D. Provide a PCI-P2PE PA-DSS validated system for handling card-present transactions.

- E. Support EMV Chip, Mag-stripe, Contactless reading of payment cards for card-present transactions.
- F. Support contactless mobile device-based payments.
- G. Support PCI-compliant storage of up to 1000 transactions in an offline state.
- H. Provide a system using tokenization by a current validated PCI Level 1 Service Provider for handling card-not-present transactions.
- I. Provide, test and install quarterly security updates for system components in the cardholder data environment, such as operating system, application software, firmware, etc. related to payment cards during Warranty Period and any optional Extended Service Coverage selected by Owner.
- J. Payment card processing time of no greater than ten (10) seconds.
- K. Support Payment Card as an Access Credential
 - 1. Ability to activate/deactivate via server.
 - 2. Perform all functions without compromising PCI-DSS compliance.
 - 3. Provide a PCI compliant method to search for entry date/time for lost or unreadable payment cards used to enter the facility. The payment card in/out functionality shall provide a PCI compliant method to find and reset a payment card status in the event of passback sequencing.
 - 4. Provide the operational sequences as specified elsewhere in this document.

2.2 SOFTWARE

- A. Provide all software and software licensing required by the system to achieve total system performance.
- B. Use proven, off-the-shelf software (i.e., software already manufactured and available for delivery) to the greatest extent possible.
- C. Provide open APIs for dissemination to third party websites and applications. Such API's must be open, documented and non-proprietary using industry-standard approaches such as REST or Websocket. Data access via the API is to be available to Owner at no additional charge.
- D. Unless specified elsewhere, provide the latest available software version at the time of system implementation for all third-party software, including operating systems and database software.
- E. Make any necessary modifications, and provide documentation of such modifications, to existing third party software programs that the Contractor adopts for the system. Should the Contractor and the software manufacturer be separate entities, the software modifications will not preclude the purchase of a standard maintenance and service contract from the manufacturer.

- F. Purchase software maintenance for all third-party software naming the Owner as the software Owner and contact. Provide maintenance agreements throughout the duration of the warranty period.
- G. Provide any necessary perpetual licenses and/or authorization for all PARCS related software including, but not limited to, operating systems, application software, development language, peripheral software, and PARCS hardware diagnostic software. If available, provide a site license to the Owner, meaning usage of the license is unrestricted, regardless of the physical locations where the software may be used.
- H. Contractor is to document in the Proposal their SaaS licensing terms and conditions, and the options and costs for a multi-year license for terms ranging from 2 (two) up to 10 (ten) years in length. Contractor is to describe in their Proposal what occurs in terms of system and feature functionality if Owner chooses not to renew SaaS-based licensing.
- I. Provide licenses that cover future updates as required by these specifications.
- J. Deliver original ISO, USB Stick, DVDs/software or product keys and software license documentation with Owner listed prior to commencing system testing.
- K. PARCS Application Software:
 - 1. Install and configure all application software and firmware required by the PARCS with all software licenses registered to the Owner.
 - 2. Provides complete operation of the PARCS and includes the database management system.
 - 3. Allows for future upgrade and expansion of the PARCS.
 - 4. Browser-based and web-browser enabled such that the PARCS is accessible from any Owner workstation connected to their network.
 - 5. Operates across dedicated PARCS Local Area Network (LAN), accessible with proper user ID and password, on all workstations authorized to access the PARCS software modules.
 - 6. Allow multiple groups and roles that govern individual access to the system. The assignment of a group/role will control access to the various modules of the PARCS, and if the access is update or view only.
 - 7. Access rights to the system for the various groups and roles will be defined during implementation.
 - 8. PARCS application software to provide the following:
 - a. Manage, display, and report all PARCS-related activity as outlined in this functional specification.
 - b. GUI that is intuitive and user friendly.
 - c. Automatic detection and reporting of fault conditions and equipment failures. Categorize fault condition by severity and display alarm notification on the system GUI as well as notify designated Owner personnel via email and/or text message for any individual fault condition, category of fault, or Owner-selected group of faults.
 - d. Reporting as outlined in the Reporting section.
 - e. Real-time monitoring of all PARCS field devices

- f. Central access and control of field devices for users with the appropriate authorization to issue remote commands from system workstations to the field devices such as raising and lowering the BG; rebooting field devices; putting field devices in or out of service; remote transaction processing; etc.
- g. Audit logging for the use of central controls within the PARCS database by user ID, time, device controlled, and action taken. Audit logging to include all creation, deletion and modification of the following items:
 - 1) Rates and rate tables
 - 2) Validations
 - 3) Contract parker configuration
 - 4) User access to system
 - 5) Field device configuration
 - 6) Field device actions, such as manual gate raise
 - 7) Parking facility definition within the system
 - 8) Parking facility occupancy and capacity
 - 9) End-user messaging
 - 10) Credit card acceptance configuration
 - 11) Custom reports
 - 12) Audit log
- h. Configurable parking rates, grace periods, and time increment changes from system workstations. Configuration access to be restricted to Owner designated users with proper authorization.
- i. Remote communication with all devices in real-time for a general broadcast of information (e.g. rate changes or time increment changes) or software update and an ability to communicate to a single device to upload information or software. It shall be possible to remotely shutdown a field device's operating system, upload updates and remotely restart the field device.
- j. Correct calculation and processing of parking fees during a transition:
 - 1) from daylight savings time to standard time, and vice versa
 - 2) at the beginning of March during leap years (e.g., when there is a February 29th).
 - 3) from one rate to another (e.g., rate has an effective date so that Customers are charged a parking fee based upon the parking fee that was current at the entry date and time, not the exit date and time, allow the new rate to be either less than or greater than the new rate).
- k. Programmable rate structure to establish variable rates based upon the time of day, day of week, and special events.
- l. Programmable rate structure to establish daily/weekly/monthly maximum fees, grace times, and complimentary periods.
- m. Programmable rate structure to allow configuration of the tax rate applied to parking fees.
- n. Create system generated alarms – generation of alarms for user selectable event type. Alarm Hierarchy shall be completely configurable so the Owner can adjust priority of alarms, audible tones, where the alarms are sent, etc. Initial Alarm Hierarchy shall be coordinated with the Owner during implementation.

- o. Ability to export all query results and reports to multiple formats including Portable Document Format (PDF), comma-separated-value, and Microsoft Excel©.

L. Reporting

1. Available online and on demand for Owner personnel who have proper password access.
2. Viewable, printable, and exportable from the GUI.
3. Data compiled in an ODBC compliant database with the ability to prepare custom reports using the PARCS data including Microsoft Excel, at a minimum, via a comma-separated-value file format.
4. Provide the Contractor's PARCS standard reports including report descriptions, selectable data fields, and report layouts for all standard reports.
5. Coordinate with the Owner as required during the system design to address specific reporting needs of the Owner. At a minimum, reports provided shall include:
 - a. Detailed Revenue and Non-Revenue Transactions Reports – Reports of transactions processed through the PARCS by user selectable parameters including user type (ticketed customer, validation, pre-paid, parking integrator, Access Credential, etc.), date/time range, and by PARCS device.
 - b. Detailed and Summary Revenue Reports for daily, weekly, and monthly PARCS activity.
 - c. Payment Card Reports – Reports of payment card transactions by user selectable parameters including date/time range, payment card type, transactions type (valid online transaction, declined transactions, offline transactions, etc.)
 - d. Outstanding Ticket Reports – Report of parking tickets that have been issued but have not been processed or exited from the system.
 - e. Validation Report – Report of validations issued, amount of validations, and when the validation was used, by user selectable parameters.
 - f. System Event Reports – Reports for system generated events by user selectable parameters including PARCS device and date/time range.
 - g. Occupancy Reports
 - h. ACS reports:
 - 1) Activity Usage Reports – Provide a chronological list of ACS usage, including date, time, credential, and location of entries and exits; capable of being sorted by any field.
 - 2) Count Reports – Monitor and report counts of ACS vehicles present on an hourly basis by group, access level.
 - 3) Percentage of Occupancy – For selectable times during 24-hour period for all categories of ACS parkers.
 - 4) In/Out Status Report: Shows status of all ACS cards at any given time, sortable by name/card #/status.
 - 5) Active User Report – A listing of all active users that have access to the facility.

- 6) Activity Exceptions Report – A field-sortable listing of all activity exceptions to include at a minimum hard-passback, soft-passback, shared account, debit card, hotel quest pass and nesting violations.
 - 7) User Changes Report – Provide report of changes to user accounts to include at a minimum debit card rate changes and status changes (e.g. card placed in neutral with no charges applied at exit).
6. Transition existing custom reports to new system as defined by Owner requirements. Owner and Contractor to coordinate report design and finalize custom reports prior to the expiration of the warranty period.

2.3 ACCESS CONTROL SYSTEM (ACS)

- A. Provide an on-line, computer-based access control system for those authorized by Owner to have access to parking facility without being processed through ticket system, for example; a “monthly parker”.
- B. Distributive, networked or centralized processing may be employed, so long as required multi-lane control features such as anti-passback, occupancy and activity tracking are maintained.
 1. Authorized vehicles requiring free and fast ingress and egress to parking facilities.
 2. Monthly parkers who have a contractual agreement and/or will prepay or prearrange billing for parking on a monthly basis.
 3. Frequent parkers, who prepay or prearrange billing:
 - a. Cards that are programmed for a specific number of uses, dates of use, value, or other parameter.
 - b. Automatic credit card billing cycles or after each use.
- C. Individually recognize and process up to ten thousand (10,000) ACS users at all reader locations.
- D. Have at least sixteen (16) preprogrammed access levels capable of being changed without reprogramming of ACS.
- E. Provide anti-pass back control. With this feature, users enter and exit in proper sequence (i.e., entry, exit, entry, exit, etc.).
 1. Selectable option to allow either "hard" (out of sequence user is rejected and an alarm is generated) or "soft" mode (out of sequence user is allowed access but reported.)
 2. In both hard and soft modes, each out of sequence event is reported as an exception transaction in daily ACS access log.
 3. Password protected "resynchronization" of all users to one access before return to anti-passback control.
- F. Link users to each other to allow one entity to be identified with and/or pay for a group of users. Provide up to one hundred (100) such user groups.

- G. Ability to group ACS credentials and limit access to a preset maximum number of vehicles in facility at any given time, and/or allow and track overages to be invoiced separately.
- H. Nesting feature:
 - 1. Ability to require parkers that are assigned to park in a specific level or area (nest area) to use ACS credential to enter and exit nest area in order to exit facility.
 - 2. Required sequence: In facility, in nest, out of nest, out of facility.
- I. Programming requirements:
 - 1. Issue and reprogram ID devices.
 - 2. Allow authorized supervisor to create, store, send and receive user programming from ACS readers. Password protected access to programming, with multiple levels of access, to any and all information regarding specific blocks and/or suites of cards.
 - a. Provide at least twenty (20) programmable record fields for each person issued an ACS credential and at least twelve (12) programmable record fields for each user's vehicle(s).
 - b. Allow specific parker record files to be retrieved, displayed and/or printed based on selectable criteria, such as current ACS status, access group, access level, and/or ID numbers (except data that is password protected).
 - c. Allow searching, sorting and printing of database by any field for routine and special forms such as invoices or mass-mailings.
 - d. Consolidating and retaining data to allow for report generation (see "reports"). Capable of reporting the collection of fees from parkers on monthly prepayment, decrementing, end of month billing, and/or credit card basis.
 - 3. Provide for posting of payments and automatic lockout of ACS users within programmable grace period after expiration of a prepaid account.

2.4 POWER

- A. Furnish and install all additional power conduits, pull cords, junction boxes, and cabling necessary to support the PARCS, per the PARCS manufacturer's requirements.
- B. Provide and install any power grounding and power conditioning that is required for the operation of the system.
- C. The Contractor is responsible for furnishing, installing, terminating and testing any cable necessary to provide power from the local power source to the field devices.

2.5 COMMUNICATIONS

- A. Unless specified elsewhere, contractor to provide and install all required communication cabling from IDFs to demarcation points. All such cabling is to be either CAT6 or fiber

optic, in accordance with applicable IEEE/ANSI industry standards and distances to be spanned.

- B. Data connection provided from PARCS Server Room to various locations near each equipment island or plaza. See drawings.
- C. Provide and install all additional communication equipment, conduits, pull cords, junction boxes, and cabling necessary to support the PARCS, per the PARCS manufacturer's specifications.
- D. The Contractor is responsible for furnishing, installing, polishing, terminating and testing any cable necessary to provide communication from the field devices to fiber termination points in the vicinity of each PARCS plaza to gain access to the PARCS servers.
- E. Provide and install all other communication switches, communication enclosures, and cabling at each lane to provide full PARCS system functionality.
- F. Configure all field component communication such that no single point of failure of a device shall cause an operational failure of surrounding devices.
- G. Every PARCS device and system component must operate independently in the event of a network communications failure or interruption. Each device requires buffering of data for a minimum of 2,000 transactions. System will continue to operate in the off-line mode and store the buffered data until the data connection is restored. Upon restoration of the data connection, all stored data will automatically be uploaded to the server or cloud. In the event some transactions are not successfully uploaded, send an alert, and continue to store the transactions locally until successful uploading has occurred.

2.6 EQUIPMENT AND SUBSYSTEMS

- A. Provide newly manufactured equipment and associated materials for the PARCS.
- B. All equipment performing a like function and of the same part number are to be fully interchangeable without the requirement for physical modifications.
- C. Computer System, Application, and Data Servers:
 - 1. Provide a cloud-based solution.
 - 2. In such a configuration, there are to be no restrictions on Owner's capability to establish or change passwords, access levels, etc. as specified above.
 - 3. No tower computer or other non-mounted equipment will be acceptable in the server rack.
 - 4. All systems to have sufficient processing power, memory capacity, and communication bandwidth to meet functional performance demands of PARCS software without loss of responsiveness to user input or slowing of any end node device or workstation.
 - 5. Use TCP/IP for data communication.
 - 6. Provide centralized management of the PARCS.
 - 7. PARCS servers to contain all PARCS application and database software that is associated with PARCS operation, data storage, and reports.

8. Install and configure all necessary software on the servers with all required system software licenses registered to the Owner.
9. Configure such that the following features and functionalities are attainable:
 - a. Maintain 24 months of on-line data of all PARCS data. All data shall be readily accessible without any delay in processing.
 - b. Provide fault tolerance such that no server-level single point of failure causes disruption to the PARCS or corruption of PARCS data.
 - c. Long Term Storage – Ability to archive all summary data for up to seven years on owner-provided external media with simple retrieval capability.
10. All PARCS data is considered to be the sole intellectual property of the Owner. Usage of this data by Contractor or by the PARCS vendor for any purpose other than to support, test or repair Owner's system requires prior written authorization from Owner. If at any time Owner decides not to renew the SaaS agreement, Contractor is to send all PARCS data gathered over the lifetime of the system (i.e. from system activation date through the SaaS agreement termination date) to the Owner in an and is to subsequently delete such data from any offsite servers or cloud instances.

D. Entry Station (ENS)

1. Provide and install ENS) at the public entry lanes, as indicated on the Drawings, equipped with the following components and capabilities:
 - a. Access door with appropriate tamper-resistant locking system with notification/log of door openings
 - b. Push button ticket dispenser (TD)
 - c. Payment card capabilities as specified in Payment Cards section
 - d. NFC reader
 - e. Proximity Card Reader with a minimum read range of four inches integrated into the face of the ENS
 - f. Barcode reader integrated into the face of the ENS capable of reading 1D and 2D barcodes including pre-printed coupons/validations and electronic barcodes displayed on mobile devices.
 - g. Push button intercom integrated into the face of the ENS
 - h. Issues one time and date stamped barcode parking ticket for each ticketed entry transaction
 - i. Uniquely encoded tickets
 - j. Unique ENS identifier encoded and printed on each ticket
 - k. Machine readable ticket encoding that is compatible with all other PARCS components
 - l. Minimum ticket stock capacity of 5,000 tickets
 - m. Color display with minimum 5" display
 - n. Provide selectable directional language, for a minimum of English and Spanish
 - o. Use visual instructions for customers to understand the sequence of events to complete a transaction, including directional signage (subject to approval) informing user to take ticket and pay at pay-on-foot prior to exiting

- p. Stand-alone functionality that allows the ENS to operate independently when there is a temporary network communication failure, regardless of where the communication interruption occurs. Alarm for ENS offline condition to be displayed on the PARCS GUI.
 - q. Ticket stock low alarm generated on the PARCS GUI
 - r. Ticket stock out alarm generated on the PARCS GUI
 - s. Interfaces with barrier gate and vehicle detectors in the respective lanes
2. Entry Procedures:
- a. Normal Entry – Ticket Issuing
 - 1) Upon activation of the vehicle detector, ENS is armed and displays instructions to “push button for ticket”, or another Owner approved message.
 - 2) After button is pushed, the parking ticket is issued within 3 seconds
 - 3) After customer removes the ticket the ENS sends a signal to the barrier gate and the barrier gate rises.
 - 4) After vehicle crosses over the closing vehicle detection loop the gate closes, and the transaction data is sent to the PARCS server.
 - b. Normal Entry – Payment Card In
 - 1) Upon activation of the vehicle detector, ENS is armed and displays instructions to “push button for ticket”, or another Owner approved message.
 - 2) Customer inserts/swipes/contacts their payment card using the payment card reader and the ENS verifies that it is a valid card.
 - 3) After payment card is verified the ENS sends a signal to the barrier gate and the barrier gate rises.
 - 4) After vehicle crosses over the closing vehicle detection loop the gate closes, and the transaction data is sent to the PARCS server.
 - c. Normal Entry – Barcode In
 - 1) Upon activation of the vehicle detector, ENS is armed and displays instructions to “push button for ticket”, or another Owner approved message.
 - 2) Customer presents valid barcode (either on smart phone or printed) allowing pre-authorized entry to parking and the ENS verifies that it is a valid barcode.
 - 3) After barcode is verified the ENS sends a signal to the barrier gate and the barrier gate rises.
 - 4) After vehicle crosses over the closing vehicle detection loop the gate closes, and the transaction data is sent to the PARCS server.
 - d. Back-out Ticket Taken
 - 1) After ticket is taken by the customer and gate raises, the customer backs out of the entrance without entering the facility.

- 2) Alarm is sent to the PARCS GUI and recorded in the PARCS database.
 - 3) Ticket is invalidated in the system.
 - 4) Gate automatically closes after a user configurable timeout.
 - e. Back-out Ticket Not Taken
 - 1) After ticket is issued but before it is taken by the customer, the customer backs out of the entry lane.
 - 2) Ticket invalidated in the PARCS.
 - f. Normal Entry – ACS
 - 1) Upon activation of the vehicle detector, ACS reader is armed.
 - 2) ACS reader identifies ACS credential device in lane and searches for authorization through ACS Controller. If authorized, a signal is sent to open the gate.
 - 3) After vehicle crosses over the closing vehicle detection loop the gate closes, and the transaction data is sent to the PARCS server.
- E. Exit Station (EXS)
 1. Provide and install ENS at the public entry lanes, as indicated on the Drawings, equipped with the following components and capabilities:
 - a. Access door with appropriate tamper-resistant locking system with notification/log of door openings
 - b. Payment card capabilities as defined in the Payment Card section
 - c. Ticket verifier.
 - d. Barcode reader integrated into the face of the EXS capable of reading 1D and 2D barcodes including reading pre-printed coupons/validations and electronic barcodes displayed on mobile devices.
 - e. Integrated NFC reader.
 - f. Proximity Card Reader with a minimum read range of four inches integrated into the face of the EXS.
 - g. Push button intercom integrated into the face of the EXS
 - h. Unique EXS identifier encoded and printed on each ticket after processing
 - i. Machine readable ticket encoding that is compatible with all other PARCS components
 - j. Reads and verifies pre-paid tickets
 - k. Reads and verifies validated tickets.
 - l. Color display with minimum 5" display.
 - m. Provide selectable directional language, for a minimum of English and Spanish.
 - n. Use visual instructions for customers to understand the sequence of events to complete a transaction.
 - o. Stand-alone functionality that allows the EXS to operate independently when there is a temporary network communication failure, regardless of where the communication interruption occurs. Alarm for EXS offline condition to be displayed on the PARCS GUI.

- p. Receipt printer that is capable of producing receipts for all transactions.
 - q. Upon successful payment, print a receipt that includes:
 - 1) Owner approved header
 - 2) Transaction number
 - 3) Lane or equipment number
 - 4) Entry date/time and Exit date/time
 - 5) Parking fee
 - 6) Amount of tax for the parking fee (if applicable)
 - 7) Other fees as applicable
 - 8) Total fee paid
 - 9) Payment type
 - 10) Payment card type
 - 11) Last four digits of payment card number
 - r. User configurable for receipts to be auto issue or by request.
 - s. Receipts to be FACTA-compliant.
 - t. Receipt stock low alarm generated on the PARCS GUI
 - u. Receipt stock out alarm generated on the PARCS GUI
 - v. Interfaces with barrier gates and vehicle detectors in the respective lanes.
2. Electronic journal tape record of transactional information for each transaction processed at device. Journal record to be printable from any system workstation. Transactional information on the electronic journal includes:
- a. Date and time of transaction
 - b. PARCS device number
 - c. Sequential transaction number
 - d. Ticket number
 - e. Entry date/time and exit date/time
 - f. Transaction fee
 - g. Tax amount
 - h. Total fee
 - i. Payment method
 - j. For cash transactions, include:
 - 1) Amount tendered
 - 2) Change provided, if applicable
 - k. For payment card transactions, include:
 - 1) Payment card type
 - 2) Last 4 digits of the payment card
 - 3) Payment card authorization code
3. EXS Exit Procedures:
- a. Normal Exit – Pre-paid Ticket.

- 1) Upon activation of the EXS vehicle detector, EXS is armed and displays instructions to “please insert ticket”, or another Owner approved message.
- 2) After the pre-paid ticket is ed, the ticket information is verified, the EXS sends a signal to the barrier gate and the barrier gate rises.
- 3) After vehicle crosses over the downstream vehicle detection device the gate closes and the transaction data is sent to the PARCS server.

b. Normal Exit – Validated Ticket

- 1) Upon activation of the EXS vehicle detector, EXS is armed and displays instructions to “please insert ticket”, or another Owner approved message.
- 2) After the validated ticket is inserted or scanned, the validation is verified.
- 3) EXS sends a signal to the barrier gate and the barrier gate rises.
- 4) After vehicle crosses over the closing vehicle detection loop the gate closes and the transaction data is sent to the PARCS server.

c. Normal Exit – Unpaid Ticket

- 1) Upon activation of the EXS vehicle detector, EXS is armed and displays instructions to “please insert ticket”, or another Owner approved message.
- 2) After unpaid ticket is inserted or scanned, EXS calculates the appropriate parking fee and displays the fee due with instructions to insert payment card.
- 3) After the payment card is presented, the PARCS performs payment card authorization and the EXS display shows the message “Processing”, or another Owner approved message.
- 4) Once payment is obtained, and if payment card reader is an insert-style reader, the EXS displays instructions to remove payment card.
- 5) Card is removed and the EXS produces a receipt.
- 6) EXS displays instructions to remove receipt.
- 7) After customer removes the receipt the EXS sends a signal to the barrier gate and the barrier gate rises.
- 8) After vehicle crosses over the closing vehicle detection loop the gate closes and the transaction data is sent to the PARCS server.

d. Normal Exit – Payment Card Out

- 1) Upon activation of the EXS vehicle detector, EXS is armed and displays instructions to “please insert ticket”, or another Owner approved message.
- 2) After payment card used at entry is inserted/swiped/contacted, EXS calculates the appropriate parking fee, the PARCS performs payment card authorization, and the EXS display shows the message “Processing”, or other Owner approved message.
- 3) Once payment is obtained, and if payment card reader is insert-style, the EXS displays instructions to remove payment card.

- 4) If inserted, payment card is removed
- 5) EXS produces a receipt and displays instructions to remove receipt.
- 6) After customer removes the receipt the EXS sends a signal to the barrier gate and the barrier gate rises.
- 7) After vehicle crosses over the closing vehicle detection loop the gate closes and the transaction data is sent to the PARCS server.

e. Normal Exit – Barcode Out

- 1) Upon activation of the vehicle detector, EXS is armed and displays instructions to “please insert ticket”, or another Owner approved message.
- 2) Customer presents valid barcode (either on smart phone or printed) allowing pre-authorized exit to parking and the EXS verifies that it is a valid barcode.
- 3) After barcode is verified the EXS sends a signal to the barrier gate and the barrier gate rises.
- 4) After vehicle crosses over the closing vehicle detection loop the gate closes, and the transaction data is sent to the PARCS server.

f. Invalid Payment Card Presented for Payment

- 1) After the parking fee is displayed, an invalid payment card is presented and the display shows the fee due and the appropriate message while processing.
- 2) Once authorization is declined, the payment card is returned and the message “Card Not Accepted”, or other Owner approved message, is displayed along with the fee due.
- 3) Once the customer presents a valid payment card for payment, the transaction continues as a normal exit transaction.

g. Lost Ticket Transaction

- 1) The customer pushes the intercom button and informs the operator that they have lost their ticket.
- 2) The operator activates a lost ticket transaction from the workstation. The correct fee is calculated and displayed on the EXS and the transaction continues as a normal exit transaction.
- 3) An exception ticket is generated for the lost ticket and retained for audit purposes.

h. Unreadable Ticket Transaction

- 1) Ticket is inserted or scanned into the ticket verifier and the ticket cannot be read and is returned through the ticket slot. The message “Ticket Unreadable”, or other Owner approved message, is displayed.
- 2) The customer pushes the intercom button and informs the operator that they have an issue with their ticket.

- 3) The operator activates a lost ticket transaction from the workstation. The correct fee is calculated and displayed on the EXS and the transaction continues as a normal exit transaction.
- 4) An exception ticket is generated for the lost ticket and retained for audit purposes.

i. Normal Exit – ACS

- 1) Upon activation of the vehicle detector, ACS reader is armed.
- 2) ACS reader identifies ACS credential device in lane and searches for authorization through ACS Controller. If authorized, a signal is sent to open the gate.

F. Pay-on-Foot Station (POF)

1. Independently and in concert with server, read ticket data to determine ticket validity, payment due and any encoded validation.
2. If payment is due, display amount due and request payment.
 - a. Accept payment card as outlined in Payment Card section.
 - b. For cash and payment card POF machines, accept U.S. paper money in any combination of one, five, ten and twenty dollar denominations.
 - c. Include a separate safe or vault with banknote acceptor for cash POF.
 - d. Dispense change using highest denominations possible for cash POF.
 - e. Cash payments must be held in escrow and same inserted bills must be returned if transaction cancelled.
3. Upon receipt of payment, issue machine encoded ticket, with programmable grace period.
4. Provide concise instruction with pictograms where appropriate for user-friendly operation.
5. Provide clear, audible instructions to patron throughout transaction process, selectable language, minimum of English and Spanish
6. Include high security lock system with appropriate alarm contacts for tampering.
7. Capable of maintaining a minimum processing rate, including typical patron delays, of 100 cash transactions per hour.
8. Operational Description
 - a. Patron inserts or scans ticket into POF.
 - b. For valid tickets, fee is displayed. Patron uses any of the payment methods based on machine type. Change is returned to patron if needed or payment card transaction is processed.
 - c. Amount paid, transaction number and other data are printed on ticket in readable form and encoded on ticket. All data is sent to server.
 - d. Patron is advised audibly and visually to take ticket and proceed to vehicular exit.
 - e. Receipts are issued only upon patron request for all transactions.
 - f. If POF cannot read ticket or it is otherwise identified as an exception transaction an alarm is generated, ticket is returned to patron, and a visual

message advises patron that transaction cannot be processed and to press intercom for assistance.

G. Intercom Subsystem

1. Provide and install a video enabled intercom system for two-way communication between the PARCS field devices at all entry and exit lanes and POF stations, to a centralized location designated by the Owner.
2. Fully digital, microprocessor based, modular design using VoIP (Voice over Internet Protocol).
3. Programming server for all intercom features performed through networked workstation or from staff intercom station.
4. Programmed configuration of intercom stations and system features stored in non-volatile memory.
5. System includes all software and hardware required for programming system, including:
 - a. Individually programmable volume control for each intercom station.
 - b. Substations programmed to call staff intercom station.
 - c. Call forwarding feature for individual stations or all stations to re-direct calls to another designated staff intercom station or designated phone number, including mobile phone.
6. Staff intercom station desktop model with full color LED display and noise cancelling microphone designed for high-noise environment. Required features:
 - a. Provide full-duplex hands-free conversation with any other selected individual station or combination of stations in system.
 - b. Integrated amplifier and loudspeaker.
 - c. Firmware/feature upgrades available via download through intercom server with no local modification on station required.
 - d. High sensitive microphone to provide clear conversation from a minimum range of 5 ft.
 - e. Intercom station directory panel with direct access, pre-programmable function menus, selectable language, and adjustable display contrast.
 - f. "Handset function" enabling user to switch from loud-speaking microphone operation to handset mode.
7. PARCS field device intercom substation requirements:
 - a. Provide push button intercoms at all public entry lanes, public exit lanes, APMS, and inside parking booths.
 - b. Integrated pinhole camera activated when intercom engaged. Video feed available to staff intercom station(s).
 - c. Microphone, loudspeaker, and in-use LED all housed in one unit with configurable front pushbutton control.
 - d. DSP technology to provide full speaker/microphone supervision and fully adjustable (volume/timing threshold programmable via intercom server) audio monitoring.

H. Barrier Gate (BG)

1. Provide and install Barrier Gates (BG) at all entry and exit lanes, speed ramp and helix lanes, as indicated on the Drawings.
2. All gates referenced in this specification section shall contain the following:
 - a. Non-wood gate arm; bottom of arm padded.
 - b. Electronically controlled rebound feature.
 - c. Typical gate arm and length of 10 feet, determined by lane.
 - d. LED light strip for gates with variable colors based on gate action/position.
 - e. Single piece gate arm or articulated as required by height limitations
3. BG shall have enough power/resistance to ensure they cannot manually be forced open.
4. Gate controllers with the following features and functionalities:
 - a. Microprocessor controlled and communication of gate status and functions to the PARCS workstations.
 - b. Directional logic with electronic outputs to alarms, counters and to report atypical lane activity to PARCS.
 - c. Ability to test gate operability and controller programming on-site without use of special diagnostic equipment.
 - d. "AUTO-MANUAL" switch, and "ON-OFF" switch for gate.
 - e. Contains power supplies, dust-proof relays, and other circuit components to control gate.
 - f. Receive inputs from the ENS, CT, or EXS and open after receiving the appropriate signal and close after the vehicle passes over the closing loop.
 - g. Receive commands from the PARCS workstations for remote opening and closing of the BG.
5. Gates installed at all lanes shall fail to either the closed or open position in an event there is a power failure and the UPS is no longer able to provide sufficient power to operate the lane based Owners preference.

I. Control Gate Restrictions:

1. Provide signage warning and prohibiting pedestrians and motorcycles from utilizing control gate as a means of ingress or egress to the facility.
2. Locate along approach route of the automated gate and/or affix to both sides of the control gate arm.
3. Incorporate both text and graphics to convey the hazards of ignoring.

J. Vehicle Detection Device

1. Detect vehicular presence, legal entry, legal exit, illegal exit, illegal entry, and back-out.
2. Each public entry and exit lane contains two or three vehicle detection devices.
3. If detection device is a loop detector, the below apply:
 - a. Loop detectors shall be dual channel detectors.

- b. Provide two channel pulse and presence outputs.
 - c. Provide separate, momentary contact closures upon detection of a vehicle, along with continuous contact closures during the period that the vehicle is detected.
 - d. Loop detectors shall contain two fully separate, self-tuning, vehicle loop detectors and directional logic circuitry.
 - e. Incorporate a sensitive tailgate recognition system capable of resolving two automobiles within six inches of each other on a standard 2.5 ft x 6 ft loop.
 - f. Loop detectors shall each have adjustable sensitivity modes.
 - g. Loop detectors shall generate two loop frequencies. No two frequencies shall be the same to minimize the possibility of detector crosstalk or interference between two detector loops mounted within close proximity. Detectors generating an identical frequency are unacceptable.
- 4. Different sensitivity settings shall allow vehicles of varying height and size to be properly detected.
- 5. Vehicle detectors shall be fully microprocessor-based.
- K. Pre-formed inductive loops
 - 1. Construction drawings from 2007 indicate that inductive loops were embedded in the garage when it was constructed in 2007.
 - 2. The vendor may decide to use those loops or cut new loops at their discretion.
 - 3. In either case, the detector loops will need to be included in the warranty.
- L. Cut-In Inductive Loops
 - 1. Cut-into paving surface and filled with manufacturer's approved sealant.
 - 2. Be formed by three to four turns of 20-gauge/16-gauge XLPE single-conductor wire.
 - 3. No splices are permitted.
 - 4. Contain loop leads:
 - a. Limited to a length of 30 feet
 - b. Have a four-twist minimum per foot and located at a minimum of 18 inches from electrical power lines
 - c. Be contained in separate conduit to prevent interference from electrical signals
 - d. Light in color (White, Red, or Orange) for presence loop
 - e. Dark in color (Black, Blue, or Green) for safety loop
 - f. Light in color (White, Red, or Orange) for secondary presence loop (if applicable)
 - g. Dark in color (Black, Blue, or Green) for down-stream loop (if applicable)
 - 5. 20-gauge XLPE single conductor wire:
 - a. #20 AWG multi-strand copper wire
 - b. 0.040" Nominal XLPE (cross-linked polyethylene) Insulation
 - c. 0.120 Nominal O.D. for use in 1/8" saw cuts
 - d. Only used in Concrete drive lanes

6. 16-gauge XLPE single conductor wire:
 - a. #16 AWG multi-strand copper wire
 - b. .080" Nominal XLPE (cross-linked polyethylene) Insulation
 - c. 0.220" Nominal O.D. for use in 1/4" saw cuts
 - d. Used in Concrete or Asphalt drive lanes
7. Backer Rod:
 - a. Closed cell polyethylene foam
 - b. Installed prior to sealing saw cuts
 - c. Holds loop wires and lead-in wire securely in saw cuts
 - d. Prevents wires from floating to surface when sealant is applied
 - e. Use 2" piece in at least every 2' of saw cut
 - f. Used in concrete or asphalt
 - g. 0.375" Nominal O.D. for use in 1/8" saw cut
 - h. 0.500" Nominal O.D. for use in 1/4" saw cut

M. Reversible Lane Function: (if applicable)

1. Reversible Lane shall be in either entry mode or exit mode
2. Entry/Exit mode to be controlled automatically via FMS
 - a. Mode change is programmable at certain times to operate automatically
 - b. Programmable times can be updated/changed via FMS by user – no service technician needed
 - c. Mode can be over-ridden by FMS control center via simple drop-down menu
 - 1) If lane is in entry mode, the lane can be reversed to exit mode by FMS control center
 - 2) Mode of reversing lane will go back to automatic control at next pre-programmed time
 - 3) No manual intervention will be required to return to fully automatic reversing lane control
3. Entry/Exit mode will not change until the lane is clear of vehicle presence
 - a. If mode is changed automatically by FMS or manually over-ridden by control center and a vehicle is present on any of that lane's presence or safety loop, the lane controller will not change mode.
 - b. Once that lane's inductive loops are cleared of vehicles the entry/exit mode will automatically update.
 - c. No line of sight will be required for safe operation of automatic reversal of lane.

N. Roving Cashier Function

1. Proximity card with pre-loaded cash value to allow roving cashier to assist patron in payment card only lane with only cash.

2. Upon payment of cash for parking, proximity card will activate the gate with the parking fee deducted from the pre-loaded proximity card.
3. System to track Pre-loaded card and produce an activity report to balance out the cashier at the end of the shift.
4. Remaining value plus the collected cash equals the original pre-loaded value.

O. Validation System

1. Web-Based Validation System Post Ticket

- a. Authorized issuer logs into a password protected account via computer, smartphone, or another web-enabled device.
- b. Customer's ticket number is entered or ticket is scanned via handheld, desktop, and/or wall-mount scanner (hardware included with system).
- c. Validation is selected as a cash value, time value, or a rate change.
- d. Multiple validations can be applied to the same ticket.
- e. Software tracks and stores user ID, ticket number and validation amount for billing purposes.
- f. Validation billing software can calculate and prepare monthly invoices.

2. Web-Based Chaser Ticket (Follow-up Validation)

- a. Authorized issuer logs into a password protected account via computer, smartphone, or another web-enabled device.
 - 1) Printable on authorized user's workstation printer.
 - 2) Ability to send an electronic barcode via mail, email, or text.
 - 3) Single ticket or bulk volume for events.
- b. Customer inserts or scans entry ticket into EXS.
- c. After fee is displayed, user inserts or scans validation.
- d. Software tracks and stores User ID, ticket number, date/time of entry and exit, and validation amount for billing purposes.
- e. Validation billing software can calculate and prepare monthly invoices.

3. Advance Creation Entry/Exit Validation Passes

- a. Authorized user logs into the system to create custom validation pass.
- b. Type of pass can be single day, multi day, single use, or multi use.
- c. Valid entry and/or exit date and time can be selected.
- d. Ability to print on paper or send an electronic barcode via mail, email, or text.
- e. Pass can be scanned at entry and exit device; no ticket is needed.
- f. Software tracks and stores validation pass data for reporting purposes.
- g. Validation billing software can calculate and prepare monthly invoices.

P. Proximity Card Access System

1. Passive credential design capable of being read within 6 inches of reader.
2. Read and process credential within one second of presentation to reader.

3. Checking protocol that identifies multiple reads of same card within a few seconds (due to users “waving” card in front of reader), correcting false anti-passback reads.
4. Owner designated individuals shall be able to use the system for ingress and egress to/from the parking facilities at designated locations.
5. Authorized PARCS users shall have the ability to view and program proximity card privileges and access rules.
6. Provide the Owner with the appropriate tools to program and/or encode proximity cards from one or multiple PARCS workstations.
7. Proximity cards with a mill thickness equal to that of a standard payment card.
8. Anti-passback capabilities that can be turned on or off at the Owner’s discretion for individual users, groups of users, or entire system.
9. Report the occupancy of proximity card customers in real-time.
10. Provide configurable user group parameters and rules that are accessible and changeable by the Owner on any of the PARCS workstations. Software code changes shall not be required to edit user group parameters and rules.
11. User groups and individuals within the user groups will each have the capability of being assigned access privileges based upon, date, day of week, time of day, or any combination thereof.
12. Upon reading the proximity card the display window will provide a welcoming or thank you message to include the users name and company (programmable message).

Q. LPR System Capabilities and Integration with PARCS

1. The LPR system consists of all hardware and software necessary to provide a complete and functional LPR system that achieves the Owner’s required functionality and accuracy, and that does not adversely affect any function of the PARCS.
2. Provide an LPR subsystem that is fully integrated into the PARCS, including tying the OCR (Optical Character Recognition) captured at entry to the unique ticket identification or other entry credential information, such as registered monthly parker license plate, for every transaction. Should the entry information need to be obtained at an exit station to process the transaction (i.e., lost ticket, unreadable, etc.), both the OCR and ticket is to be removed from their respective active inventories once the vehicle has exited.
3. Provide software with separately adjustable retention periods for LPR images and OCR text. Retention or discarding of either data type has no effect on the remaining data record if separate retention periods are kept. Data is purged after the retention period. Provide a retention period at least as short as one day and at least as long as 180 days.
4. Provide standards-based capability to receive text license plate characters from external sources through API that can be used for alerting purposes through System’s existing software-based alerting methods.

R. LPR CAMERAS Furnish and install image capture cameras including any lights or shade canopies necessary at all public entry and exit lanes to provide system functionality in any amount of ambient light.

2. Provide theft deterrent and vandal resistant housings and fasteners for lane equipment.

3. Determine the exact location of each device, subject to Owner approval.
4. Entry images to be pre-capture, meaning that the cameras are placed such that a vehicle's license plate is photographed before the parking credential has been issued or accepted by the entry/exit device.
5. Preferred method of illumination for license plate capture is a combination of infrared and natural/white light. If Contractor believes white light illumination is not required, Contractor is to explain the reason for this.
6. Provide protection for LPR cameras from passing vehicles.

S. LPR Image Review Workstation (IRW)

1. IRWs to be provided by the Owner, with all necessary LPR software installed by the Contractor. It is acceptable for the IRW to be the same workstation as is used for the PARCS administration and reporting.
2. Provide an operator with the ability to review and correct LPR data and manage LPR exception transactions at the entries and exits.
3. Automatically send correction and exception transactions to the first available IRW and remove the exception from all system workstations after it has been successfully resolved.
4. Capability of reviewing and correcting entry images after the fact; that is after the vehicle has entered the parking facility. No time limit is to be stipulated for after the fact entry lane OCR correction, therefore, entry lane corrections can be made during off-peak transaction processing time.

T. LPR System Performance Requirements

1. Acquire an image of a vehicle's entire license plate at a 99.5 percent (99.5%) or higher rate for all non-exception vehicles as defined within this section. The intent of the 99.5% capture rate is to have a visual record of 99.5% of all non-exception license plates entering the facility.
2. Achieve an N Factor rating of 94% meaning specifically that the LPR Subsystem is to read all license plate characters, exclusive of stacked characters, correctly ninety-four percent (94%) of the time for all non-exception vehicles as defined within this section. Missing, misread, or additional characters as determined by the LPR Subsystem is to be counted against the read accuracy. (i.e., if a license plate contains six standard characters "ABC123", then N=6. Therefore, in order for the system to achieve an N read, the system must return the license plate "ABC123" exactly.) Additional characters added before or after the license plate characters are to count against the read rate. (i.e., "1ABC123" would not constitute an N read.)
3. Achieve an N-1 Factor rating of 98% meaning specifically that the LPR Subsystem is to read all but one character, exclusive of stacked characters, correctly ninety-eight percent (98%) of the time for all non-exception vehicles as defined within this section. Missing, misread, or additional characters as determined by the LPR Subsystem are to be counted against the read accuracy. (i.e., if a license plate contains six standard characters "ABC123", then N=6. Therefore, in order for the system to achieve an N-1 read, the system must return "xBC123", "ABC12x", etc.) Additional characters added before or after the license plate count against the read rate.
4. Exception vehicles will not count against the accuracy of the LPR Subsystem. For the purposes of the LPR performance requirements an exception vehicle is defined as:

- a. Any vehicle whose license plate is obstructed, obscured, or encroached upon by a foreign object.
 - b. Oversized vehicles that have a total distance between the center of the drivers' side window and the end of the rear bumper greater than 15 feet.
 - c. Vehicles that contain excessive graphics and advertising such that it is impossible for the LPR system to determine which graphics belong to the license plate and which graphics do not.
 - d. Vehicles with no license plate, or relocated to a window and not in the OEM location.
 - e. Vehicles with temporary cardboard "Dealer Plates."
 - f. Damaged plates.
 - g. Plates from locations other than the U.S., Canada, and Mexico.
 - h. Motorcycles.
 5. Ambient lighting conditions are to have no effect on the accuracy of the LPR system regardless of the time of the day and night. Contractor to provide any necessary shading or lighting elements required to mitigate the effect of the ambient lighting conditions on the LPR system performance.
 6. Provide a means, subject to approval by the Owner, to remotely score the LPR Subsystem to ensure it meets the performance requirements. Assist the Owner in transferring images from each lane to a storage format such as CD-ROM, DVD, memory stick, or uploaded to an FTP site that can then be viewed and scored on a standalone PC by the Owner or their designated representative. Owner is to be able to select any images stored on the LPR database for scoring purposes. The Contractor to provide all software needed to test the LPR Subsystem's performance. The software is to be able to be downloadable to a standalone PC used for testing.
- U. Integrated Signage:
1. Variable Message Sign (VMS)
 - a. Provide DMS at all entrance plazas. (See Drawings) (Add/ alternate)
 - b. Monochrome 8 mm LED with variable message.
 - c. Changeable messages easily programed and controlled through GUI.
 - d. Pre-programmed messages:
 - 1) Cashier on Duty
 - 2) Closed
 - 3) Pre-paid Only
 - 4) Open
 - 5) AVI Only
 - 6) Credit Card Only
 - 7) Cash or Credit
 2. Traffic Control Sign
 - a. Provide "OPEN" or "CLOSED" LED message at each entrance.
 - b. Provide green LED arrows and red LED X's, to indicate individual lane status.
 - c. Locate per drawings.

- d. Dual LEDs in red and green to indicate lane status.
- 3. Lot Full Sign
 - a. Signs will be direct view LED type.
 - b. Dual message LED signs display "OPEN" or "FULL" at garage entrance. (see drawing for locations)
 - c. Dual LED in Red and Green to indicate garage parking availability.
 - d. Controlled automatically by PARCS software or via manual override.
 - e. Minimum 7"x18" overall, with minimum character height of 3.5".
 - f. Mounted as indicated on drawings.

2.7 SOURCE QUALITY CONTROL

A. Internal Contractor Tests

- 1. All equipment to have successfully passed formal manufacturing tests and quality assurance inspections to validate compliance with these functional specifications prior to the start of installation. Records for formal internal Contractor testing and inspection for performance, materials quality and/or workmanship to be maintained by the Contractor and made available if requested by the Owner prior to the start of installation or at any point during the execution of the Contract.
- 2. Have readily available proof of product reliability analysis and testing should reliability become a problem at any time from the beginning of installation testing through the final operational test period.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Site Verification of Conditions: Verify all existing conditions in the field prior to implementation. In the event that conditions in the field are different from the conditions described and shown in the Drawings, the Contractor shall notify the Owner in writing of the exact differences and shall inform the Owner in writing of any implications the differences have on the project.
- B. Examine location of all equipment and office equipment to determine if there are any constraints of conflicts before office equipment installation.
- C. Examine roughing-in for electrical systems to verify actual locations of connections before parking control equipment installation.
- D. Additional Wiring: Provide all additional conduit and wiring which is needed for total system performance but which was not noted on Contract Documents at no additional cost to Owner.
- E. Verify that all required PARCS conduits and wiring is properly located and installed prior to installing PARCS equipment.

- F. Verify equipment layout in accordance with manufacturer's recommendation to allow proper movement of air through and around equipment.
- G. Test, adjust and interface circuits prior to installation of PARCS equipment.
- H. Coordinate with Owner or Owner's Representative location and type of internet connection required for all external communications, i.e. payment card authorization/settlement, remote access, etc. within 30-days after award of contract.
- I. Examine substrates, areas, and conditions for compliance with requirements for installation tolerances, including equipment bases; accurate placement, pattern, and orientation of anchor bolts; critical dimensions; and other conditions affecting performance of the Work.
- J. Investigate adequacy and quality of electrical power to all existing lanes, determine grounding requirements and notify Owner in writing prior to submission of shop drawings of any requirements for new power service, conduit, wiring or grounding.
- K. Investigate existing communications conduit to all existing lanes and notify Owner in writing prior to submission of shop drawings of any requirements for replacement, relocation or extension of existing conduit not already identified for replacement or relation.
- L. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Coordinate installation, staging, and power connections with various trades to ensure a coordinated effort.
- B. Attend regularly scheduled project meetings.

3.3 INSTALLATION

- A. Verify that the installation locations are prepared and ready to have the equipment installation completed. The Contractor to notify the Owner, in writing, if the Contractor finds that the installation location is not prepared for installation due to unfinished work outside of the Contractor's scope of work. The written notification to provide detail of the elements that are in need of modification in order to prepare the location for equipment installation.
- B. Proceed with installation only after unsatisfactory conditions have been remedied.
- C. Install all PARCS equipment per equipment manufacturer recommendations.
- D. Any patches, upgrades, updates, or modifications to the PARCS software during the installation period require appropriate documentation and approval before the modification is made.

- E. During installation and the warranty period, the Owner will attempt to make available to the Contractor an area to serve as an office/work area for the technicians that support the system. It is the responsibility of the on-site technicians to keep the office/work area clean and free of all hazards.
- F. PARCS System Access
 - 1. During installation, warranty, and post-warranty, real-time communication between the PARCS servers and the Contractor's software support team for supporting the system may be required. This communication will be via an Owner-provided VPN connection and will be required to go through the firewall to get onto the Owner's network to access the PARCS servers.
 - 2. Coordinate with the Owner to obtain VPN access to the Owner network and set up user accounts.
 - 3. Each individual accessing the Owner network is required to have an account. Group accounts are prohibited.

3.4 FIELD QUALITY CONTROL/ACCEPTANCE TESTING

- A. Lane Acceptance Test (LAT)
 - 1. Conduct LATs as a demonstration to the Owner or its representatives that the installed equipment complies with the Contract, the Contractor's product data, and to other documentation, such as user manuals.
 - 2. When a PARCS equipment location installation has been completed, the Contractor shall conduct its internal testing of the installed equipment. Internal testing shall follow the identical LAT test procedures that shall be used during LATs observed by the Owner.
 - 3. Upon successful completion of the Contractor's test, the Contractor and the Owner will perform the LAT to verify performance. The LAT shall only be observed by the Owner after a fully completed and signed test script verifying successful completion of the Contractor's internal lane testing is submitted. Signed internal test scripts shall be submitted at least one calendar day prior to the scheduled test with the Owner.
 - 4. LATs shall be conducted for each PARCS entry lane, exit lane, PIL, and POF and shall include tests of PARCS equipment and software. The Contractor shall not activate the system for service until all LATs have been successfully completed for each lane or device and the Owner has notified the Contractor that it is ready to put the equipment into operation.
 - 5. The Contractor shall provide test procedure documents for LATs as part of the Test Plan in accordance to the submittal guidelines. LAT Test Procedures Documents shall be provided for each count location type and test procedures shall include the following sections:
 - a. Narrative describing the general procedures to be followed;
 - b. Definition of all minor and major deviation types;
 - c. Checklist of all items necessary to conduct the test (e.g. PARCS devices included in the test, consumables, validations, payment cards for payments, vehicles, etc.);

- d. Checklist for the components of each PARCS equipment location;
 - e. Signature page for all LAT participants' signatures;
 - f. Step by step instructions for testing each functionality;
 - g. Tests for verifying the reporting requirements;
 - h. Area within each test section to denote "pass" or "fail"; and
 - i. Section for listing and describing test deviations.
6. The Contractor shall provide all ancillary items necessary to complete the LATs for testing purposes. In addition, the Contractor shall make available sufficient personnel to perform the LAT in an efficient and timely manner.
 7. The LAT shall be considered successfully completed when all components have passed their respective test procedures and all test documents have been signed by the Owner and Contractor. Minor deviations resulting in the creation of punch list items shall not be considered grounds for failure of the overall LAT. Major deviations found during the LAT shall result in the retest of the lane or device. The Contractor shall agree to credit the Owner from its total contract value for any travel and/or labor costs incurred by the Owner or its representatives as a result of additional effort required to retest failed devices.
 8. Minor deviations are any failure that does not affect system functionality, fee calculation accuracy, transaction count accuracy, exception count accuracy, active ticket inventory accuracy (system vs. actual), transaction processing, payment card processing, calculations, or report accuracy.
 9. Major deviations are any failures that affect system functionality, fee calculation accuracy, transaction count accuracy, exception count accuracy, active ticket inventory accuracy (system vs. actual), transaction processing, payment card processing, calculations, or report accuracy.

B. Operational Demonstration Test (ODT)

1. The ODT shall be comprised of all equipment, systems, and subsystems performing under actual conditions, e.g., Customer use, normal activity recording, and reporting procedures. This ODT shall demonstrate, over a period of 30 consecutive calendar days, the successful performance of all aspects of the PARCS.
2. During the ODT only routine maintenance procedures, as defined by the preventative maintenance procedures manual and according to industry standards, shall be permitted. All other maintenance procedures shall be approved in writing by the Owner before they are performed; otherwise, they shall constitute a failure of the ODT and a mandatory restart.
3. The Owner reserves the right to be present for all maintenance services during the ODT.
4. For purposes of the ODT, a subsystem is defined to be any one of the following:
 - a. PARCS Application Software
 - b. Data Communication System
 - c. PARCS Entry Lanes
 - d. PARCS Exit Lane
 - e. POFs
 - f. Proximity Card Access System
 - g. Intercom System

h. PARCS Reporting System

5. The ODT shall begin after successful completion of all LATs on a date mutually selected and agreed to in writing by the Owner and the Contractor at a time designated by the Owner. The ODT monitors system performance of the entire system operating as a single unit. The Contractor shall submit an ODT test document as part of their Test Plan in accordance with the submittal requirements. ODT test documents are intended to outline procedures for monitoring the overall performance of the PARCS and shall not include test procedures for individual components. The ODT test documents shall include:
 - a. Narrative describing the general procedures to be followed
 - b. Methodology for calculation of downtime and accuracy for the various PARCS components
 - c. Electronic tracking document to be used during the ODT period for documenting failures and downtime
6. The ODT shall continue for 30 consecutive 24-hour periods during which all the performance criteria, stated below, shall have been met. If during the 30-day period the system fails to meet any one of the following specified performance criteria, the test shall begin anew on a day agreed upon by the Owner and the Contractor. The Contractor shall agree to credit the Owner from its total contract value for any travel and/or labor costs incurred by the Owner as a result of retesting the system.
7. The performance criteria for successful completion of the ODT shall include:
 - a. No individual subsystem shall be operationally unavailable for four or more hours cumulative during the 30-day test period.
 - b. No individual subsystem shall be operationally unavailable for more than two consecutive hours.
 - c. If any single component fails more than once during the 30-day period for the same reason, it shall be replaced upon the second failure with a newly manufactured component of the same type and the test shall continue.
 - d. No component of a given type shall fail more than three times during the 30-day test period for the same reason. Upon the fourth failure all components of that type shall be replaced or modified to correct the common deficiency, and the test shall be restarted from the beginning.
8. In addition to the PARCS reports generated during the ODT, the Contractor shall provide to the Owner a one-page summary report that clearly provides the overall percentage of system downtime and causes of that down time.
9. The Contractor shall provide to the Owner a corrective action report that provides a detailed description of each failure that occurs during the ODT. The corrective action report shall include the type of failure, why the failure occurred, what was done to remedy the failure, and whether or not the failure resulted in a restart of the ODT.
10. A subsystem shall be considered unavailable as long as any major component of the subsystem is not functioning.
11. An inoperative subsystem shall not be deemed unavailable if it has become inoperative because of:

- a. Outage of line power beyond required duration of UPS power backup
 - b. Malicious damage or vandalism to a component(s) by employees, customers or others
 - c. Network connectivity issues beyond the PARCS
 - d. PARCS failures due to issues and/or failures outside of the Contractor's control
 - e. Failures caused by a 3rd party
 - f. Act of God
12. Should a failure occur in the system that is caused by normal hardware failure, it shall be repaired and the test resumed with downtime accrued. Where the failure causes inadequate test data to be collected or a loss of test data, then the test shall be restarted from a point where it can be successfully completed with data to verify compliance with the Contract and the test procedures document.
 13. If the system "crashes" during a test, then the test shall be stopped. "Crash" is defined as a failure in which the PARCS cannot properly process vehicles or record transactions. The Contractor shall analyze the cause of the system "crash," document the cause in a system problem report, responsively repair the flaw, and document the repair in a corrective action report.
 14. Where corrective action impacts delivered documentation, the documentation shall be corrected prior to Final System Acceptance.
 15. Upon formal written approval of the corrective action report by the Owner, testing may continue if a problem has been encountered as long as the Contractor can clearly demonstrate that the failure is associated only with one function of the system, corrective action has been taken to remedy the failure, and the corrective action shall not impact other areas of the system.
 16. Where the system does not perform a function or incorrectly performs the function but the system does not crash, testing may continue, as long as the function is corrected and all of the following conditions are met:
 - a. the functionality of processing vehicles and recording transactions works properly according to the Contract
 - b. no personnel, vehicle or driver safety issues exist
 - c. PARCS applications continue to function normally
 - d. failure does not cause loss or contamination of data
 - e. all reports are 100% accurate.
 17. Where the above criteria are not met, the test shall be stopped and corrective action taken and verified prior to testing restart.
 18. During the test, the continued availability of the system shall be demonstrated. Where a failure occurs that causes data loss, system instability (crash), and/or contamination of the data and the database, the Contractor shall immediately correct the problem. Testing shall continue until a consecutive 30-day period of stable operation is achieved. Stability is defined as the proper functioning of the PARCS with a failure having no impact on the continued system operation or on the integrity of data.

C. Punch List

1. Starting with the beginning of installation through Final System Acceptance, the Contractor shall submit a document on a weekly basis showing the status of all outstanding system issues, regardless of severity, including the plan for resolution and estimated completion date.
2. All deviations noted during acceptance testing shall be recorded on the Punch List.

D. Final System Acceptance

1. Final System Acceptance will be submitted by the Owner, in writing to the Contractor, upon successful completion of all acceptance tests, and upon verification by the Owner of complete resolution of all outstanding items on the Punch List.

3.5 INSTRUCTION AND TRAINING

- A. By means of instructional classes augmented by individual instruction as necessary, the Contractor shall fully instruct the Owner's designated staff in the operation, adjustment, and maintenance of all products, equipment, and systems.
- B. Coordinate scheduling of instruction and training classes with Owner to avoid conflicts and peak-period personnel demands. Submit a proposed instruction schedule at a joint meeting conducted prior to equipment installation. Owner will tentatively approve or suggest changes to the training schedule at that time.
- C. Submit an outline of the instruction material and approximate duration of the session. Ample time shall be allotted within each session for the Contractor to fully describe and demonstrate all aspects of the PARCS, and allow Owner personnel to have hands-on experience with the PARCS.
- D. All instruction courses to consist of classroom instruction and actual "hands-on" experience. Classes to be set up in a room designated by the Owner. Provide one instructor for the duration of each program.
- E. The instructor shall speak fluent English in a clear and precise manner.
- F. The class material shall include schematics, as well as an overview and descriptions of the equipment.
- G. The Contractor shall provide all documentation required for instructing Owner personnel. The Owner retains the right to copy training materials as frequently as required for ongoing internal use only.
- H. An instructional notebook or user's manual shall accompany every instruction course. The Contractor shall submit a hardcopy of the user's manual per the submittal guidelines. In addition, all manuals (instruction and maintenance) shall be submitted in electronic format (.PDF) on a CD-ROM or DVD. The user's manuals shall be written in common English with appropriate photos, diagrams, and schematics to supplement the text.
- I. Training classes to be provided for the following groups:
 1. Supervisors

2. System Administrators
3. Accounting/Audit
4. Maintenance Staff

3.6 EQUIPMENT PROTECTION

- A. All above ground equipment components installed near drive aisles shall be protected from damage by vehicular movements by protective bollards or other barriers as recommended by the Contractor. Contractor is responsible for final bollard location to ensure installed bollard does not prevent access to the PARCS devices or interfere with the travel path of PARCS access doors.
- B. Each above ground island-mounted device shall be protected by one or more bollards.

END OF SECTION 11 12 26

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ATTACHMENT B

PRICE SHEET

Town of Jackson WY Anticipated Billing Schedule for Attachment B			
Approximate Date	Item	Anticipated Invoice Amount	Source
Year 1 - within 30 days of contract signing (est February 2025)	Deposit: 50% of equipment	\$ 88,640.50	50% of: \$169,281 Project Total from bid + \$8000 for 4 UPS units
Year 1 - within 30 days of equipment delivery (est March 2025))	Outstanding equipment (50% remainder) and SaaS payment	\$ 97,440.50	Remaining equipment plus SaaS after delivery; \$8800 is SaaS price all years
Year 2 - within 30 days of contract anniversary (est January 2026)	Annual SaaS payment, 50%	\$ 4,400.00	\$8800 SaaS, 50%
Year 2 - within 6 months of contract anniversary (est July 2026)	Annual SaaS payment, 50% remainder	\$ 4,400.00	\$8800 SaaS, 50%
Years 3 through end of equipment life; semi-annual payments billed in January and July.	SaaS and Warranty payments in 50% installments	\$ 9,456.00	Two payments per year of SaaS and Warranty; Warranty Years 3-4, \$10,112; years 4-8 \$11,123
Any additional costs including Contractor or approved subcontractor maintenance will be approved in writing prior to the work commencing			
Credit card processing fees will be determined and paid through the processor or SKIDATA per a final decision. The Town requires weekly remittance of fees.			



Town of Jackson WY | Millward - Simpson Parking Garage
Parking Access and Revenue Control System

Price Proposal Form

SUMMARY

PARCS HARDWARE

Lane Equipment M-S Parking Garage	\$	85,618
Head-End Systems	\$	19,046
Spare Parts	\$	12,365

PARCS HARDWARE SUBTOTAL \$ 117,029

SOFTWARE, INTERFACES AND INTEGRATIONS

Software	\$	3,254
Integrations and Interfaces	\$	-

PARCS SOFTWARE, INTERFACES AND INTEGRATIONS SUBTOTAL \$ 3,254

CONSUMABLES AND SERVICES

Consumables (Tickets, Receipts, etc.)	\$	2,519
Services (Design, Installation, Project Management, etc.)	\$	46,479

CONSUMABLES AND SERVICES SUBTOTAL \$ 48,998

PROJECT SUBTOTAL \$ 169,281

Year 1 only

November 27, 2024 Uninterruptible Power Supply request, 4 units @ \$2000 per

\$8,000

Year 1 only

Year 1 total \$ 177,281

RECURRING FEES

Post-Warranty Maintenance - Year 1	\$	-
Post-Warranty Maintenance - Year 2	\$	-
Post-Warranty Maintenance - Year 3	\$	10,112
Post-Warranty Maintenance - Year 4	\$	10,112
Post-Warranty Maintenance - Year 5	\$	11,123
Post-Warranty Maintenance - Year 6	\$	11,123
Post-Warranty Maintenance - Year 7	\$	11,123
Post-Warranty Maintenance - Year 8	\$	11,123
Recurring Fees	\$	8,800

All years

Estimated Annual Fees - Transactions (Assuming 30 per month)

	Year 1	Year 2	Year 3
PSP CC Fees *	\$ 960.00	\$ 960.00	\$ 960.00
SaaS Subscription	\$ 8,800.00	\$ 8,800.00	\$ 8,800.00
Post Warranty-Maint	Included	Included	\$ 10,112.00
Total	\$ 9,760.00	\$ 9,760.00	\$ 20,873.00

*Your current acquiring bank fees are not included in these estimates.





Town of Jackson WY | Millward - Simpson Parking Garage

Parking Access and Revenue Control System

Price Proposal Form

Lowertown				
Item	Cost			Comments
	Quantity	Unit Cost	Extension	
Parking Access and Revenue Control System				Quantities as required for complete system.
Entry Station	2	\$ 9,636	\$ 19,272	includes RFID reader, Top lane signal
Exit Station	2	\$ 9,902	\$ 19,803	includes RFID reader, Top lane signal, EMV/NFC Combo Reader
Barrier Gate	4	\$ 7,913	\$ 31,653	traffic control signal included
LPR Cameras	4	\$ 3,396	\$ 13,583	
Protective Bollards		\$ 511	\$ -	2 Straight/ 2 offset
Lot Full Sign	2	\$ 654	\$ 1,307	
		\$ -	\$ -	
		\$ -	\$ -	
Lane Equipment Subtotal:			\$ 85,618	



Town of Jackson WY | Millward - Simpson Parking Garage Parking Access and Revenue Control System

Price Proposal Form

HEAD END SYSTEMS AND SPARE PARTS HARDWARE

Item	Cost			Comments
Head-End Systems	Quantity	Unit Cost	Extension	Quantities as required for complete system
VoIP Intercom Server	1	\$ 2,660	\$ 2,660	Requires Netowrk or POTS line to dial out
Intercom Master Station	1	\$ 851	\$ 851	
SKIDATA Local Processing	1	\$ 15,535	\$ 15,535	network switch, server, workstation
		\$ -	\$ -	
[additional items]		\$ -	\$ -	
		\$ -	\$ -	
		\$ -	\$ -	
Head-End Systems Subtotal:			\$ 19,046	
Spare Parts	Quantity	Unit Cost	Extension	
1 Coder Basic	1	\$ 1,907	\$ 1,907	ticket printer at entry
2 Receipt Printer	1	\$ 1,249	\$ 1,249	exit receipt printer
3 Gate Bolts	50	\$ 13	\$ 625	barrier gate breakaway bolts
4 RGB folding Arms	2	\$ 3,448	\$ 6,896	Illuminated avaiable at half cost
5 Digital Display	1	\$ 575	\$ 575	touchscreen display on columns
6 QR scanner	1	\$ 1,113	\$ 1,113	ticket scanner/ QR scanner
7	0	\$ -	\$ -	
8	0	\$ -	\$ -	
9	0	\$ -	\$ -	
10	0	\$ -	\$ -	
11	0	\$ -	\$ -	
12	0	\$ -	\$ -	
13	0	\$ -	\$ -	
14	0	\$ -	\$ -	
15	0	\$ -	\$ -	
16	0	\$ -	\$ -	
17	0	\$ -	\$ -	
18	0	\$ -	\$ -	
19	0	\$ -	\$ -	
20	0	\$ -	\$ -	
21	0	\$ -	\$ -	
22	0	\$ -	\$ -	
23	0	\$ -	\$ -	
24	0	\$ -	\$ -	
25	0	\$ -	\$ -	
26	0	\$ -	\$ -	
27	0	\$ -	\$ -	
28	0	\$ -	\$ -	
29	0	\$ -	\$ -	
30	0	\$ -	\$ -	
Spare Parts Subtotal:			\$ 12,365	



Price Proposal Form

SOFTWARE, INTEGRATIONS, AND INTERFACES

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Town of Jackson WY | Millward - Simpson Parking Garage
Parking Access and Revenue Control System

Price Proposal Form

CONSUMABLES, SERVICES AND RECURRING FEES

Item	Cost			Comments
Consumables	Quantity	Unit Cost	Extension	
Tickets	100000	\$0.01	\$896.00	
Receipts	100000	\$0.01	\$525.00	
Proximity Cards	500	\$1.68	\$840.00	
Gate Arm bolts	15	\$12.50	\$187.50	
SKIDATA Cleaning Kit	1	\$70.00	\$70.00	SKIDATA Coder Cleaning Kit, cleaning cards
Consumables Subtotal:			\$ 2,519	
Services	Quantity	Unit Cost	Extension	
Design Coordination	1	\$ -	\$ -	Included
Installation	1	\$ 6,000	\$ 6,000	
Project Management	1	\$ 6,000	\$ 6,000	
Mobilization	0	\$ -	\$ -	Included
Bonding	0	\$ -	\$ -	N/A
Training	1	\$ 2,400	\$ 2,400	
Lane Acceptance Testing	0	\$ -	\$ -	
Final System Operational Testing -30 day	0	\$ -	\$ -	
Local Storage facility	0	\$ -	\$ -	
Freight	1	\$ 7,874	\$ 7,874	
Warranty	0	\$ -	\$ -	
Sub-Contractor-1 [installation/ electrical/ low voltage]	1	\$ 22,765	\$ 22,765	
Sub-Contractor-2 [Describe]	0	\$ -	\$ -	
Sub-Contractor-3 [Describe]	0	\$ -	\$ -	
Travel	1	\$ 1,440	\$ 1,440	
Services Subtotal:			\$ 46,479	



Town of Jackson WY | Millward - Simpson Parking Garage
Parking Access and Revenue Control System

Price Proposal Form

WARRANTY/POST-WARRANTY MAINTENANCE

Service Position	Cost	Comments
WARRANTY HOURLY SERVICE RATES	Hourly Service Rate	<i>For non-warranty service</i>
Hardware Technician	\$ 194	
Network Engineer	\$ 223	
Server Engineer	\$ 223	
Software Engineer	\$ 223	
Database Engineer	\$ 223	
Travel Fee	\$ 150	per visit
POST-WARRANTY MAINTENANCE HOURLY SERVICE RATES	Hourly Service Rate	
Hardware Technician	\$ 194	
Network Engineer	\$ 223	
Server Engineer	\$ 223	
Software Engineer	\$ 223	
Database Engineer	\$ 223	
Travel Fee	\$ 150	per visit
POST-WARRANTY MAINTENANCE (YEARS 2-9)	Annual Cost	
Year 1	\$ -	Included
Year 2	\$ -	Included
Year 3	\$ 10,112	Extended Plan Coverage
Year 4	\$ 10,112	Extended Plan Coverage
Year 5	\$ 11,123	Extended Plan Coverage
Year 6	\$ 11,123	Extended Plan Coverage
Year 7	\$ 11,123	Extended Plan Coverage
Year 8	\$ 11,123	Extended Plan Coverage



Town of Jackson WY | Millward - Simpson Parking Garage
Parking Access and Revenue Control System

Price Proposal Form

ALTERNATE BID ITEMS

Item	Cost			Comments
Hardware	Quantity	Unit Cost	Extension	
Variable Message Signs (VMS)	2	\$ 11,600	\$ 23,200	installation included
Loops	8	\$ 450	\$ 3,600	if loops are not in working order
Software/Third Party Applications	Quantity	Unit Cost	Extension	
[additional items]	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	

Mobility Suite Subscription Conditions

This Mobility Suite Subscription Services Agreement is made this February 18, 2025 (the "Effective Date"), by and between Contractor, Inc., having its principal office at 5090 N. 40th Street, Phoenix, Arizona 85018 ("Contractor"), Town of Jackson, Wyoming, having its principal office at P.O. Box 1687 Jackson, Wyoming ("Customer"). Each of Contractor, Inc. and Consultant are referred to individually as a "Party" and collectively as the "Parties".

1. **Scope.** These Mobility Suite Subscription Conditions (hereinafter referred to as the "Conditions" or "Agreement") govern the use of Contractor's software Solution and related subscription services (as defined below). By using the Solution, Customer agrees to be bound by these Conditions.
2. **Definitions.** For the purposes of these Conditions, the following terms shall have the meaning assigned to them under this section:
 - 2.1 "Agreement": The entirety of the provisions governing the use of Contractor's Solution by Customer, including these Conditions, the Proposal, and any Exhibits incorporated herein by reference.
 - 2.2 "Customer": The (natural or legal) person or entity having legal authority to enter into this Agreement.
 - 2.3 "Customer's Data": Data created or transmitted by Customer and stored on Contractor's servers or on the servers of service providers.
 - 2.4 "Documentation": Any associated documentation to the Solution, such as, but not limited to handout, manuals, instructions, schedules.
 - 2.5 "Expert Services": means the maintenance and service modules including Upgrade.Care, Maintenance.Care and Protect.Care performed by Contractor authorized technicians.
 - 2.6 "Effective Date": The date the Agreement is signed and thereby becomes binding upon the parties.
 - 2.7 "Hardware": The machines, equipment, wiring, and other physical components or elements of the Solution necessary to keep the Software functioning.
 - 2.8 "Cloud-Based Services": The applications, information technology infrastructure components, monitoring, storage, or other internet-based functions that enable access from external service providers over the internet or other wide area networks.
 - 2.9 "Interfaces": Each of Contractor's proprietary application programming interfaces, which are used by Customer to interface with Contractor's products and services, subject to the provisions of the Conditions.
 - 2.10 "Contractor": Contractor Inc., a Delaware company registered in the United States of America whose U.S.-based corporate office is at 5090 N 40th St Ste 450, Phoenix, AZ 85018. Contractor may also contract with Customer through a Contractor affiliated company in which case "Contractor" shall refer to such affiliated company.
 - 2.11 "Solution": the combination of Software, Hardware, Cloud-Based Services, Interfaces and Expert Services included in the per-lane license ordered by Customer from Contractor in the Proposal.
 - 2.12 "Software": The programs, data, or electronic instructions used to operate computers or devices and execute specific tasks which are hosted by Customer on-premise, installed locally on the Hardware, or hosted virtually with the use of remote servers. Furthermore, Software may occasionally involve access and use of application programming interface (API), portal, user IDs, tokens, passwords, and computer tools which are necessary for Customer to use the Software Package.
 - 2.13 "Software Package": includes Software, Cloud-Based Services and Interfaces, or any combination thereof.

3. Grant of License.

3.1 The Customer is granted a non-exclusive, non-transferable, non-sublicensable, revocable, limited right to use the Software Package, limited to the term of these Conditions. Contractor retains all right, title and interest in any pre-existing Intellectual Property which may be used in performing the services, including any modifications or improvements made during the performance of the services.

3.2 The Software Package may only be used within the scope of the Agreement and in connection with the contractually specified Solution. All other use of the Software Package, particularly in connection with third-party products, requires the explicit written consent of Contractor. The Customer shall purchase the requisite number of licenses corresponding to the number of entry and exit lanes. Software may only be used with compatible Contractor products and systems. Even if Software is made available to the Customer on a DVD or any other physical data carrier, Contractor shall remain the owner of the Software and all trademarks, copyrights, patents, trade secrets and other intellectual property rights relating thereto. The source code shall not be part of the Conditions.

3.3 Software by the Microsoft Corporation is additionally subject to compliance of the Customer with the applicable End User License Agreement (EULA) which are provided to Customer by Contractor.

3.4 In the event a Solution can no longer be supported by Contractor or a third-party provider, it may be discontinued. As of the time of discontinuation of any Contractor products, Contractor is no longer obligated to provide upgrades to the respective product. SKIDATA shall notify the Town upon discontinuation of any of the products that are installed at the location. Parts will be made available for a period of five (5) years from the discontinuation date.

4. Service Level Agreement (SLA).

4.1 The following availability of the Cloud-Based Services is agreed:

Availability	99.9% during the observation period
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4.2 14.3 The observation period during which the availability shall be calculated is one calendar month.

4.3 Contractor will use commercially reasonable efforts to achieve the agreed availability and to provide the Cloud-Based Services in accordance with the standards of the hosting industry (the "Service Standards"). In the event of an interruption, disruption or error which results in a failure to meet the Service Standards and/or the agreed availability (collectively referred to as "Interruption"), Contractor shall make reasonable efforts, taking into consideration the causes and Customer's technical environment, to resume Cloud-Based Services.

4.4 A period during which the Cloud-Based Services are unavailable due to an Interruption (a "Downtime") shall be calculated from the time Contractor becomes aware of an Interruption until the time Contractor restores availability. For avoidance of doubt, Downtime begins when the Customer notifies Contractor of the Interruption.

4.5 Contractor shall have the right to monitor the Cloud-Based Services directly or through the service providers to ensure the accuracy of availability as determined solely by Contractor. Upon fourteen (14) days' notice, Customer shall be entitled to request a copy of the availability report for the Solution covered under this Agreement.

4.6 Access to the Cloud-Based Services may be temporarily unavailable for reasons beyond Contractor's control such as, but not limited to, connection problems, server and/or network downtime. Such limitation of access to the Cloud-Based Services does not constitute a Downtime and shall not be considered an Interruption under this Agreement.

4.7 Contractor is entitled to block access to Customer's Data, delete Customer's Data and restrict or terminate reports, batch jobs and/or processes if (a) Customer's Data violates this Agreement, (b) Customer uses excessive computer resources that affect the performance of the Cloud-Based Services for other participants, or (c) Customer's Data constitutes a security risk or could cause other serious damage. Contractor will use commercially reasonable efforts to inform Customer thereof.

5. Term, Termination for Cause.

5.1 Except where provided otherwise in the Proposal, the Agreement shall commence on the Effective Date and continue for a period of three (3) years, after which it will automatically renew for additional one (1) year terms until it is terminated by either party by giving at least sixty (60) days written notice to the other party.

5.2 Except for non-payment, in the event of a material breach of the Agreement by a party, the non-breaching party shall be entitled to terminate the Agreement by (a) providing written notice of the intent to terminate, and (b) the opportunity to cure of not less than thirty (30) days.

5.3 If the Agreement is terminated for cause by the Customer due to a material breach, already paid license fees will be reimbursed on a pro rata basis, starting from the first day of occurrence of the material breach; and Hardware shall be returned to Contractor at Contractor's expense. In all other cases, any reimbursement of already paid license fees or any adjustment of due license fees is excluded.

5.4 Upon termination of the Conditions, the Customer shall (a) immediately cease to use the Software; (b) irretrievably destroy or return to Contractor all copies of the Software, including all backup copies, in whatever form they exist; (c) attest within ten (10) days in writing that all copies have been returned or destroyed; (d) Contractor shall remove all Contractor-owned equipment and materials from the project location within 14 days or as otherwise agreed upon, and shall cease all work under the Agreement. After expiry of the Conditions, Contractor and persons authorized by Contractor shall be entitled to confirm compliance with Section 5 obligation during normal business hours.

6. Payment.

6.1 Unless indicated otherwise herein, all invoices are due within forty-five(45) days of the invoice date. Payments are to be made in United States Dollars ("USD") without any deductions. Contractor will only accept payment via the Automated Clearing House network ("ACH") or other electronic payment methods unless another payment type is mutually agreed upon. Payment shall be deemed to have been made as soon as the amount has been credited to Contractor's bank account. Contractor shall be entitled to charge default interest of one and one-half percent (1.5%) per month in the event of late or default of payment by Customer. In addition, Customer shall reimburse Contractor all costs of judicial debt collection.

6.2 License fees may be invoiced separately from other services based upon activation or similar variable events. Recurring payments are due in advance on the fifth (5th) day of the agreed invoicing period (e.g. month, quarter, year). All reoccurring fees payable hereunder will be subject to upward adjustment on January 1st of the year succeeding the Effective Date by an amount equal to inflation for the preceding twelve (12) month period. The adjustment shall be based on the percentage change in the index known as the Consumer Price Index (CPI) for all Urban Consumers, U.S. city average, all expenditures except food and energy, as published by the United States Bureau of Labor Statistics.

6.3 The non-payment of the license fee is considered a material breach of the Agreement. In case of non-payment and after providing written notice and the opportunity to cure for a period not less than thirty (30) days, Contractor may suspend functionality of the Solution at its own sole discretion. Customer acknowledges that parts of the equipment not included in the Solution may stop functioning without the Solution.

7. Obligations of the Customer.

7.1 Contractor and persons authorized by Contractor shall be entitled to execute an audit, at Contractor' sole cost, by examining the systems, computers, books, records and accounting records of the Customer during normal business hours as far as they are connected to the Solution provided under this Agreement. If such audit discloses a discrepancy (e.g. that the number of lanes exceeds the number of the licenses), the Customer shall promptly pay the difference and all costs arising from returning Customer to compliance with these terms. Customer shall also be required to pay the license fee for the unlicensed use of the Software in the past.

7.2 Customer shall use the Hardware only in accordance with its intended use and in accordance with Contractor's Documentation. Customer shall be responsible for notifying Contractor of any problems with the Hardware during the warranty period.

7.3 The provision of the Solution by Contractor and compliance with the agreed performance dates depend on the cooperation of Customer. Customer therefore shall provide Contractor with all necessary support to provide the Solution including but not limited to, access to any networks, data bases, programs, devices and services by the Customer and third parties.

7.4 Customer shall not itself do, nor allow any third party to do: (a) sell, rent, lease, redistribute, remove, relocate, assign, sublet or otherwise transfer the Solution or parts thereof to any unaffiliated third party or location; (b) reverse engineer, decompile, disassemble, disable the Solution or otherwise attempt to derive the source code, trade secrets or know-how in or underlying any Solution or portion thereof; (c) reproduce, modify, translate or create derivative works of all or any part of the Solution or of the Documentation except that Customer may make reasonable numbers of copies of the Documentation for its internal use as it pertains to these Conditions; (d) remove, alter, or obscure any proprietary notice, labels or marks; (e) combine the Software with any kind of open-source software (f) use the Solution for any illegal, unauthorized, or other improper purposes; (g) copy, publish, transmit and/or distribute the Cloud-Based Services and related content, (h) provides access to other Contractor systems, programs, features or data beyond the rights granted by the Conditions, or (i) disclose passwords provided to Customer to unauthorized third parties; If the Customer creates a back-up copy in accordance with these Conditions, the Customer shall include all copyright notices and/or proprietary notices that are affixed to or appearing in the original copy. Customer acknowledges the Solution and related components are integral to the business of Contractor and any breach of this section will constitute a material breach and cause irreparable damage to Contractor, its affiliates, and related entities.

7.5 Customer shall take all reasonable steps to ensure that the Solution is adequately protected against interference by third parties and other external influences. Customer shall not be entitled to remove, conceal or otherwise alter any identifications which have been affixed to the equipment by Contractor without SKIDATAs consent and shall therefore ensure that Contractor ownership is clearly and demonstrably made visible and expressed towards third parties, in particular to authorities and courts.

7.6 The Customer shall, at its own risk and expense, make sure that any and all preconditions for commissioning and mounting of the purchased item are met to the extent such performance is not included in the subject matter of this Agreement. Such preconditions include but are not limited to: foundation works including mounting tools to be provided, pipe and cable works between the individual devices in accordance with Contractor's specifications, set-up of power supply and mounting of the devices at the designated places, set-up and maintenance of power and voltage supply in accordance with applicable standards and of a broadband internet connection.

8. Warranty.

8.1 Contractor warrants that the software substantially conforms with the functionalities and characteristics described in the Product documentation. Customer acknowledges and accepts that it is technically impossible to produce software that is absolutely free of any defect and that the software, either stand-alone or embedded in the hardware, is provided by Contractor "as-is" and "with all faults". Contractor makes no representations or warranties of any kind concerning the safety, suitability, inaccuracies, typographical errors, or other harmful components of the software. The warranty period is twelve twenty-four (1224) months from the date of delivery to Customer.

8.2 Contractor provides the software to Customer under the terms of this Agreement with the understanding that technology may evolve, and Products may become obsolete over time. Should any software provided by Contractor become obsolete or unsupported by the manufacturer or licensor during the Term of this Agreement, Contractor shall not be liable for the continued performance, functionality, or support of such software. In the event of obsolescence, Contractor may, at its sole discretion, offer replacement software that meets or exceeds the specifications and functionality of the obsolete product, subject to availability and upon agreement by both parties. Any replacement or upgrade of an obsolete product or product malfunctioning under warranty shall be provided at a cost negotiated in good faith by the parties..

8.3 Contractor disclaims any warranty for defects which are not directly attributable to Contractor including but not limited to, defects arising out of or related to materials or software provided by the Customer. Contractor shall have no warranty obligations where the Solution was in accordance with Customer or Customer's end-user's sole design or specifications, if Customer or Customer's end-user alters the Solution, or if Customer or Customer's end- user combines the Solution with materials not supplied or approved by Contractor. In the event of a claim by Customer, Contractor, shall at its option, repair, replace, or refund defective Hardware or Software. In addition, any warranty shall be excluded in case of damage caused by third-party acts, atmospheric discharge, unstable networks, chemical influences, or Force Majeure. Contractor fulfils its warranty obligation either by substitute delivery of the defective Software, or by granting a price reduction, excluding thereby further and other claims. For warranty repairs at the Customer's premises, the Customer shall make available free of charge to Contractor resources and employees as required by Contractor. This shall be Customer's sole remedies available as it pertains to warranty claims. The warranty period for any repaired/replaced goods shall be the greater of ninety (90) days or the remainder of the warranty period.

8.4 SKIDATATA EXPLICITLY DISCLAIMS ANY OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR ANY WARRANTY ARISING OUT OF OR RELATING TO THIRD-PARTY MANUFACTURED PRODUCTS AND COMPONENTS.

8.5 Updates and Upgrades, as defined in Schedule 1, may be provided to Customer, as such are available, including at Contractor option to comply with the applicable laws, regulations and/or compatibility requirements such as security-related and operational standards developed by ISO or the PCI Security Standards Council, LLC. Software upgrades including new releases or versions of software (collectively, "Upgrades") may be offered to Customer, as such are available. Customer acknowledges that, according to the respective release planning, older versions of software may no longer be supported after the expiry of a certain period. Costs for installation of Updates and Upgrades shall be borne by Customer and are not included in the license fee, unless otherwise provided in Attachment B. Customer acknowledges, that Updates and Upgrades may alter the system requirements, and it may be necessary to install the respective predecessor Updates/Upgrades, third-party components and additional or altered hardware. Respective costs shall be borne by Customer and are not included in the license fee. Nothing in the Agreement requires Customer to install Updates or Upgrades but Contractor recommends their immediate installation. In case of non-

installation of offered Updates or Upgrades, this could possibly endanger the security and operability of software and related systems and even infringe third-party licenses or laws; all consequences of non-installation are at the sole risk of Customer. Customer acknowledges and agrees that in the event Customer does not install Updates and/or Upgrades (a) Contractor is not liable for damages resulting from the non-installation and (b) warranty claims regarding the effected systems will automatically become void.

8.6 Contractor shall have no liability where a warranty claim arises out of or is in any way connected to: (a) Force Majeure Event (as defined in Section 14.9 of this Agreement); (b) the acts or omissions of Customer or any agent attributable to Customer; (c) access lines, cables or equipment provided or controlled by Customer or its agents; (d) Customer's refusal or delay in allowing access to the physical lines necessary for the functionality of the Solution; (e) a configuration, routing event or technology that is not within Contractor's control; (f) Customer's failure to comply with the configurations recommended by Contractor; (g) default in payment by Customer; (h) Custom modifications to the Solution requested by Customer or its agents; (i) Customer's failure to comply with the measures recommended by Contractor to achieve the agreed availability; (j) Customer's refusal of necessary Updates and Upgrades as stated in this Agreement; and/or (k) any law, regulation or industry standard which makes the provision of the Solution inappropriate, prohibited, or unreasonable, or which would otherwise require a material change in terms.

9. Liability; Indemnification.

9.1 Limitation of Liability. EXCLUDING CLAIMS FOR PERSONAL INJURY OR DEATH, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFIT OR REVENUE, LOSS OF OR USE OF DATA, OPERATIONAL EFFICIENCY, INJURY TO REPUTATION OR LOSS OF CUSTOMERS, ARISING UNDER THIS AGREEMENT REGARDLESS OF THE FORM OF ACTION OR THEORY OF RELIEF, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCLUDING CLAIMS FOR PERSONAL INJURY OR DEATH, ANY LIABILITY FOR DIRECT DAMAGES ARISING UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION OR THEORY OF RELIEF, IS LIMITED TO THE PURCHASE PRICE OF THE PRODUCT THAT GIVES RISE TO THE CLAIM, OR IN THE CASE OF SERVICES, THE TOTAL AMOUNT PAID OR TO BE PAID FOR THE SERVICES THAT GIVES RISE TO THE CLAIM DURING THE TWELVE (12) MONTHS PRECEDING THE CLAIM.

9.2 Contractor shall indemnify, defend and hold harmless Customer, its officers, directors, employees, agents and Affiliates ("Customer Indemnities") from and against any third-party claims, demands, actions, proceedings, lawsuits, costs, expenses, fees (including, without limitation, reasonable attorneys' fees), judgments, settlements, penalties, ("Claim(s)") directly arising out of the following: (a) a Contractor manufactured Product provided to Customer under the Agreement infringes any US (i) patent, (ii) copyright, (iii) trademark or (iv) trade secret; (b) the gross negligence or reckless misconduct of Contractor in connection with the performance of its obligations under the Agreement which result in an injury to persons or property; and (c) Contractor's violation of applicable laws or regulations.

9.3 Contractor shall only indemnify Customer Indemnities from and against Claims, if Customer (a) promptly notifies Contractor in writing of the Claim, (b) makes no admission of liability, prejudicial statement, settle, compromise, or consent to the entry of any judgment with respect to any pending or threatened Claim and does not otherwise take any position adverse to Contractor, (c) gives Contractor sole authority to control the defense and settlement of the Claim, and (d) provides Contractor full disclosure and reasonable assistance as required to defend the Claim. Customer's counsel will have the right to participate in the defense of the Claim at Customer's own expense without setoff, reimbursement, or payment whatsoever from Contractor.

9.4 In the event a Claim is made under section 16.1 (a), which in Contractor's reasonable opinion is determined to be legitimate, Contractor at its discretion and sole expense will do the following: (a) secure for Customer the right to continue the use of the alleged infringing Product, (b) replace the alleged infringing Product with a substantially equivalent non-infringing Product, or (c) modify the alleged infringing Product to be non-infringing. In the event Contractor is unable to perform the options previously listed (a) through (c), Customer shall return the concerned Products to Contractor and Contractor shall refund Customer the amount paid for such item.

9.5 Customer acknowledges and agrees that Contractor has no indemnification obligations if: (a) any Product was in accordance with Customer's sole design or specifications, (b) Customer or any third party attributable to Customer alter the Product and the Claim would not have occurred absent such alteration, (c) Customer or any third party attributable to Customer combine the Product with materials not supplied or approved by Contractor and the Claim would not have occurred absent such combination, (d) Customer continues to use the Product after receiving written notice from Contractor to stop using the Product, (e) the Claim arises out of Customer's use of the Product in violation of this Agreement. In no case will Contractor be liable for any Claims arising out of Customer's negligent, reckless, or willful conduct.

9.6 Customer shall indemnify, defend and hold harmless Contractor, its officers, directors, employees, agents, and Affiliates ("Contractor Indemnities") for any and all expenses, including reasonable attorney's fees, incurred by Contractor Indemnities in connection with any litigation, administrative action or government investigation involving Customer negligence in which Contractor Indemnities are (i) obligated to provide testimonial, documentary or other evidence under any order, subpoena or other formal process or (ii) otherwise obligated under applicable law to take any action where failure to take such action could reasonably be expected to expose Contractor Indemnities to liability of any kind. Customer shall also indemnify, defend and hold harmless Contractor Indemnities from and against all losses, costs, expenses, obligations, liabilities, and damages, including interest, regulatory and other fines, penalties, reasonable attorneys' fees and costs that result or arise from Customer's intentional and knowing violation of any applicable law(s).

10. Confidentiality.

10.1 "Confidential Information" has the same meaning as set forth in Wyo. Stat. §16-2-101 et. seq, as amended. Communication of information to financial institutions and their professional advisors in the context of the assignment of receivables do not constitute a breach of confidentiality.

10.2 The receiving Party agrees not to use any Confidential Information for any reason except to the extent necessary under the law. The receiving Party agrees that it will take all reasonable measures to protect the secrecy of and avoid disclosure and use of Confidential Information of the disclosing Party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized hereunder to have any such Confidential Information, which measures shall include the highest degree of care that the receiving Party utilizes to protect its own Confidential Information of a similar nature, but in any event not less than a reasonable degree of care. The receiving Party will not disclose any Confidential Information of the disclosing Party to third parties, except as required pursuant to law and to its affiliates, employees, officers, directors, consultants, attorneys, accountants and other advisors who are required to have the information in order to carry out discussions and activities under this Agreement ("Representatives"). The receiving Party agrees to notify the disclosing Party promptly in writing of any misuse or misappropriation of Confidential Information of the disclosing Party that may come to the receiving Party's attention. Upon written request by the disclosing Party, the receiving Party will promptly return all Confidential Information, including copies, to the disclosing Party.

11. Third-party Products.

11.1 The use of the Solution may require 3rd party manufactured or provided products, services or accessories and/or other system requirements („3rd Party Components“) in order to work in accordance with design specifications. The corresponding requirements are described in the documentation for the respective product. These 3rd Party Components may be supplemented or modified by Contractor at its sole discretion, however, the Customer is responsible for obtaining, installing, maintaining, and operating any 3rd Party Components. For certain 3rd party Components, additional agreements may apply, which shall be observed by the Customer. Contractor is not authorized and makes no representations or warranties as to any 3rd party provided component or products. Contractor shall not be liable for damages or losses caused by 3rd Party Components. All costs and fees for 3rd Party Components shall be borne by the Customer in addition unless otherwise agreed herein.

11.2 To the extent the Customer wishes to obtain or use - in addition to the Solution– 3rd party manufactured or provided products, services or accessories and integrate such 3rd Party Products into the Solution, the Customer shall be solely responsible for ensuring all compatibility and compliance with this Agreement. In such cases, Contractor expressly disclaims any and all liability whatsoever without exception arising out of or related to in whole or in part to such 3rd party products.

11.3 The use of the Solution may require Customer to enter into a separate stand-alone agreement with 3rd party providers, including but not limited to payment processors. Customer agrees that in the event Customer is unable to successfully contract for these necessary services prior to installation, this Agreement may terminate.

12. Intellectual Property and Ownership.

12.1 “Intellectual Property” shall mean any and all information developed by Contractor in relation to the Solution, ancillary services, or otherwise and shall include trademarks, copyrights, service marks, trade names, logos, domain names, designs, emblems, insignia, fascia, slogans, videos, applications, know-how, information, patents, trade secrets, Proprietary Information (as defined in section 16), standards, specifications, techniques, teaching methods, schemes and materials, management methods, standard operational procedures, drawings, architectural plans and layouts, equipment standards, training manuals, user manuals, books and catalogues, handbooks, curricula, advertising and marketing material including leaflets, brochures, posters, stickers and flyers, and other material(s) and/or creation(s) irrespective of the medium and format (including inter-alia through a web platform), whether or not registered or capable of registration and all other proprietary rights whatsoever, whether owned by or available to Contractor now or in future, anywhere in the world.

12.2 “Intellectual Property Rights” shall mean and include (a) all possible rights, benefits, title or interest in or to the Intellectual Property, anywhere in the world, (whether registered or not and including all applications for the same and any extensions and renewals thereof) including all rights provided by international treaties and conventions, rights of distribution, reproduction and all other exploitation rights, (b) any goodwill in relation to or in connection with the same, (c) any licenses, permissions and grants in connection therewith; (d) applications for any of the foregoing and the right to apply for them in any part of the world, (e) the right to obtain and hold appropriate registrations for any of the foregoing, (f) causes of action in the past, present or future, related thereto including the rights to damages and profits, due or accrued, arising out of past, present or future claims or violations thereof and the right to sue for and recover the same.

12.3 Contractor and/or its licensors are exclusively entitled to all rights to the Solution derived from patent rights, trademark rights, design protection, copyrights or other Intellectual Property Rights or otherwise from the creation of the Solution as well as related documents, specifications, samples, models, drawings, printing plates, photographs, and other material shall remain the Intellectual Property of Contractor, including any improvements or alterations made to the Solutions or services during Contractor's performance under these Conditions.

12.4 Unless otherwise stated herein, during the duration of this Agreement, and after its expiry, the Solution and all components thereof which may be delivered with the "Contractor Mobility Suite Subscription" (excluding purchased equipment), remains the property of Contractor.

12.5 Title to any purchased equipment will pass to Customer upon final payment of all invoices related to the Agreement. Title to Software, either stand-alone or embedded into the Solution remains with Contractor or the applicable licensors. Customer's rights and obligations related to Software are stipulated in this Agreement

12.6 If parts are fixed to the equipment, whether authorized or not, which afterwards cannot be removed without loss of value or altering the substance or without reasonable effort, such parts shall be transferred into Contractor's ownership upon fixation. Provided however, that this shall not apply in case such parts or the adding of such parts would cause Contractor to infringe a third party's intellectual property.

13. Data Protection; Consumer Privacy Laws; Remote Access Support.

13.1 To the extent Contractor has access to Customer's data or devices, Contractor may collect, forward, and use Customer's data for (a) fulfilment of this Agreement, (b) improvement of product and services, and (c) billing or general customer service purposes. Contractor may transfer such data to affiliated companies or third parties commissioned to process data for Contractor insofar as it is related to performance or to make improvements to the Solution. The Customer acknowledges and accepts that Contractor uses Software ("Connected Asset Management" or "CAM") for the purpose of improving service quality, which collects system data – such as, but not limited to, topology, Hardware and Software version and serial numbers, status of the Software, and time of installation – from the Customer.

13.2 In order to troubleshoot and diagnose any potential issues with the product and services, Contractor may request permission to access Customer's devices. The Customer may agree to allow Contractor remote access to Customer's devices including Customer's network(s), computers, or servers on a case-by-case basis to resolve specific issues when they arise. Remote access shall be conducted only through Contractor's authorized software solution (Bomgar). Any Customer provided remote access software is specifically rejected and shall not be utilized at any time.

13.3 Customer's Data shall remain the property of Customer.

13.4 Contractor may make backup copies of Customer's Data, the transaction history, and other relevant information at Contractor's own discretion to comply with applicable laws and regulations. However, Contractor is not otherwise obliged to preserve Customer Data outside the terms of this Agreement. Any retention of Customer Data and associated risk of loss, shall be at Customer's sole risk.

13.5 Contractor shall store Customer's Data for the period agreed in the Documentation. The Storage of Customer's Data beyond the period stipulated in the Documentation requires a separate agreement between the Parties. Contractor shall store Customer's Data for the period agreed in the Documentation. Backup copies of Customer's Data serve exclusively to restore the Solution in the event of a system failure, sabotage, or other damaging event which may otherwise render the Solution unusable. Backup copies are not used as data storage and therefore will not extend the storage period stated in the Documentation. After expiry

of the storage period stipulated in the Documentation, Contractor is entitled to dispose of Customer's Data without consulting Customer. Customer acknowledges and agrees that Contractor may take anonymization measures instead of deleting Customer's Data. In this occasion Contractor shall carefully anonymize Customer's Data so that it can no longer be associated with Customer; and Contractor may use this anonymized information to improve its services.

13.6 Customer acknowledges and agrees, that Contractor is entitled to compile and retain Aggregate Data and Analytics Data for purposes of (a) operating, maintaining, analyzing and improving existing Cloud Based Services and (b) researching and developing new Cloud Based Services. "Aggregate Data" means anonymized information and data collected or submitted in the course of accessing and using the Cloud Based Services by Customer. Contractor may not sell Customer's Aggregate Data. "Analytics Data" means the analysis of the use of Cloud Based Services by Customer. Contractor owns all rights in and to Aggregate Data and Analytics Data, provided that such Aggregate Data and Analytics Data are anonymized in such a manner that neither Customer nor any end user can be identified.

13.7 After termination of the Agreement, Customer may choose whether to have its customer, sales, access and revenue data (or in certain cases invoice data): (a) handed over in a CSV file format, unless and until Customer notifies Contractor of a different file format, free of charge; (b) remain stored with Contractor for a reasonable fee; or (c) be irrevocably deleted or anonymized.

13.8 For the avoidance of doubt, sections 13.5. and 13.7. do not apply for certain types of data, where the storage period is stipulated by statutory retention obligations.

13.9 Not more than once per quarter, Contractor shall provide Customer with a data export of its sales, access and invoice data in a CSV file format, unless and until Customer notifies Contractor of a different file format, free of charge upon written request. The costs for data exports in excess of this shall be charged to Customer on a time and material basis.

13.10 Both Parties will comply with all applicable industry standards concerning privacy, data protection, confidentiality and information security, including, without limitation, the then-current Payment Card Industry Data Security Standard of the PCI Security Standards Council (the PCI-DSS); ISO/IEC 27001; and all applicable federal, state, and local laws, rules, and regulations, as the same may be amended or supplemented from time to time, pertaining in any way to the privacy, confidentiality, security, management, disclosure, reporting, and any other obligations related to the possession or use of Personal Information, including without limitation, the Gramm-Leach-Bliley Act ("GLBA"), 15 U.S.C. §§ 6801-6827, and all regulations implementing GLBA; the Fair Credit Reporting Act ("FCRA"), 15 U.S.C. § 1681 et seq., as amended by the Fair and Accurate Credit Transactions Act ("FACTA"), and all regulations implementing FCRA and FACTA; the Controlling the Assault of Non-Solicited Pornography and Marketing Act ("CAN-SPAM"); security breach notification laws (such as Cal. Civ. Code §§ 1798.29, 1798.802 - 1798.84); laws imposing minimum security requirements (such as 201 Mass. Code Reg. 17.00); laws requiring the secure disposal of records containing certain Personal Information (such as N.Y. Gen. Bus. Law § 399-H).

14. General Provisions

14.1 Governing Law and Dispute Resolution. Except for any equitable relief and claims for payment, any dispute, controversy or claim arising out of or in relation to the Agreement, including the validity, invalidity, breach or termination, will be resolved by arbitration in Wyoming under the Commercial Arbitration Rules of the American Arbitration Association (AAA). The tribunal will consist of a single arbitrator to be chosen under the AAA rules. The language of the arbitration will be English. The award will be final and binding on the Parties and will also include legal fees, costs of arbitration and all related matters. Judgment upon the award rendered

by the arbitrator may be entered in any court having jurisdiction. The Agreement is governed by the laws of the State of Wyoming, without regard to its choice of law provisions. The courts of County of Teton, State of Wyoming, shall have exclusive jurisdiction over any litigation. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply to this Agreement.

14.2 Severability. Should any provision contained in the Conditions be or become ineffective or unlawful, this shall not affect the validity of the remaining provisions. The parties shall replace any ineffective or unlawful provision with an effective and lawful provision most closely reflecting the Parties' original economic intent.

14.3 Amendment. This Agreement can be amended or modified if, and only if, such amendment is in writing and is signed by each Party.

14.4 Survivability. The terms and conditions of the Agreement which by sense and content are intended to survive, including payment, warranties and disclaimers, confidentiality, indemnification, and limitation of liability, shall survive the expiration or termination of the Agreement. No claims arising out of this Agreement shall be brought more than two years after the completion or termination of this Agreement.

14.5 Waiver. Any failure of either party to insist upon or enforce performance by the other party of any of the provisions of this Conditions or to exercise any rights or remedies under this Conditions will not be interpreted or construed as a waiver of such party's right to assert or rely upon such provision, right, or remedy in that or any other instance.

14.6 Entire Agreement. The Agreement constitutes the entire understanding between the Parties regarding the purchase of Products and Services from Contractor and supersedes and replaces any previous communications, representations or terms, written or oral. This Agreement (a) is a final, complete, and exclusive statement of the agreement and understanding of the Parties with respect of the subject matter hereof, (b) constitutes the entire agreement of the Parties with respect to the subject matter hereof, and (c) supersede, merge, and integrate herein any prior and contemporaneous negotiations, discussions, representations, understandings, and agreements between any of the Parties, whether oral or written, with respect to the subject matter hereof.

14.7 Subcontractors. Customer is not allowed to use subcontractors without the explicit consent of Contractor.

14.8 Contra Proferentem. Each Party acknowledges that it has been represented by counsel under this Agreement or had the opportunity to consult with counsel. Accordingly, any rule of applicable law or any legal decision that would require interpretation of any claimed ambiguities in this Agreement against the drafting party has no application and is expressly waived.

14.9 Force Majeure. Neither Party will be responsible for any failure to or delay in performing its obligations under this Agreement or for damages or losses resulting therefrom, due to causes which are unavoidable and beyond the reasonable control of a Party to the extent it causes such Party to be unable to comply with any or all its obligations under this Agreement. Such circumstances may include but are not limited to the following (each a "Force Majeure Event"): natural disasters, epidemics, diseases, acts or threats of terrorism, cyber-attacks, outbreak of viruses, fire, flood, explosion or other similar or dissimilar acts of God, acts of war, hostilities (whether war be declared or undeclared), strikes or other matter beyond the reasonable control of the Party claiming benefit under this Section, embargo or other acts of governmental or quasi-governmental restrictions or intervention, political instability, public disorder, discontinuity of internet, satellite access or other distribution network access or other similar or dissimilar events (and in the case of Contractor, scarcity of personnel and/or raw materials, accidental destruction of substantial goods at Contractor's premises, disruption to Contractor's manufacturing sourcing and/or delivery process, or any of the foregoing

occurring to Contractor's suppliers, subcontractors and/or agents). If a Force Majeure Event occurs, then the Party affected will as soon as reasonably practicable notify the other Party in writing of the nature and likely duration of the Force Majeure Event and take all reasonable steps to reduce its effect (but without incurring unreasonable additional costs). The Party affected by the Force Majeure Event will notify the other Party in writing as soon as performance of its obligations is no longer prevented by the Force Majeure Event and the affected Party will resume the performance of such obligations as soon as reasonably possible. If the Force Majeure Event continues for more than one (1) month, the Parties shall use their reasonable efforts to amend the Agreement in such a way that it allows the performance thereafter. If, despite said reasonable efforts, no agreement can be found for the amendment of the Agreement and the Force Majeure Event subsists for more than two (2) additional months, then either Party shall be entitled to terminate the Agreement immediately upon written notice to the other Party with no further obligation or liability other than for amounts due and payable hereunder prior to the date of termination.

14.10 Interpretation. Titles, captions, and headings included herein are for convenience of reference only and are not to affect the meaning, construction, or interpretation hereof or of any provision hereof.

14.11 Attorney's Fees. In the event of any litigation, arbitration or any judicial proceeding arising as a result of the breach of the Agreement, the Party prevailing in such litigation or judicial proceeding will be entitled to collect the costs and expenses of bringing or defending such litigation or proceeding, including reasonable attorneys' fees, from the Party not prevailing.

14.12 Trade Compliance. The Customer confirms that it will do its utmost to act in compliance with Economic Sanctions and Export Control Laws, and that neither the Customer, nor, so far as the Customer is aware, any agents or other persons acting on behalf of any of the foregoing is, or has been, listed on any US, EU, UN or UK sanction list. The Customer shall not sell, export or re-export, the product, directly or indirectly, to Russia, Belarus, Iran, North Korea, Syria or occupied parts of Ukraine. The Customer shall undertake its best efforts to ensure that the purpose of this section is not violated by any third parties further down the commercial chain. Any violation by the Customer of this clause constitutes a material breach of an essential element of this Agreement, and Contractor, its officers, directors, employees, agents and Affiliates shall be entitled to appropriate remedies, including, but not limited to: (1) termination of this Agreement; (2) a penalty of [25%] of the total value of this Agreement or price of the goods exported, whichever is higher; and (3) indemnification of Contractor, ASSA ABLOY Group and its officers, directors, employees, agents and Affiliates.

14.13 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be considered an original but altogether constitute the same instrument. Acceptance of this Agreement may be made in electronic form showing the signatures of both parties. The Parties agree that electronic signatures are legally valid, effective, and enforceable.

14.14 Compliance with Applicable Laws. The Parties enter into this Agreement with the intent of conducting their relationship in full compliance with the applicable state, local, and federal laws.

14.15 Non-Discrimination. Each Party agrees that it will not discriminate on the basis of race, color, national origin, disability, age, or military service in its administration of policies, programs, services and activities, or in employment.

14.16 Notices. All notices to be given in connection with this Agreement shall be in writing and shall be effective when delivered to Contractor or Customer, as may be the case, at their respective addresses set forth in this Agreement. Date of delivery shall be, as applicable, (a) when delivered, if personally delivered (b) forty-eight (48) hours after posting, if sent by certified mail, return receipt requested, postage prepaid, and (c) the next business day after deposit with the courier company, if sent by overnight courier.

14.17 Assignment. Customer shall not assign or transfer this Agreement or any of its rights or obligations hereunder, to any other person or entity, whether by written agreement, operation of law or otherwise, without the prior written consent of Contractor, which consent shall not be unreasonably withheld. Any purported assignment or transfer by Customer without Contractor's prior written consent will be void. Contractor may freely assign this Agreement, including any of its rights hereunder, and it may freely delegate its obligations hereunder, in each case to any of its Affiliates and/or to any person or entity that acquires Contractor or all or substantially all of Contractor's assets related to the products and services provided under this Agreement. In addition, Contractor may also freely assign or transfer any receivables from Customer under this Agreement. This Agreement is binding upon, and inures to the benefit of, the Parties and their respective successors and permitted assigns.

15. Governmental Immunity. Notwithstanding anything contrary herein or that may be interpreted as such, the Customer does not waive its governmental immunity by entering into this Agreement, and fully retain all immunities and defenses provided by law with respect to any action based on or occurring as a result of this Agreement.

16. Schedules

16.1 The following schedules are incorporated herein by reference in full, to the extent applicable to Customer's receipt of such services:

- Schedule 1: Expert Services Terms
- Schedule 2: Scope of Work
- Schedule 3: Price Sheet

16.2 In case of any conflict of the provisions in the Conditions, the following order of precedence shall be observed:

- Documentation
- This Agreement

By signing below, you are acknowledging that you accept and understand the nature, terms, conditions, and scope of the Agreement and agree that the Agreement contains the entire agreement between the Parties.

CUSTOMER

SIGNATURE: _____
PRINTED NAME: _____
TITLE: _____
ORGANIZATION: _____
DATE SIGNED: _____

CONTRACTOR

SIGNATURE: _____
PRINTED NAME: _____
TITLE: _____
ORGANIZATION: _____
DATE SIGNED: _____

ATTEST: _____

Riley Taylor, Town Clerk

Schedule 1: Expert Services Terms

1. Summary

1.1 These Expert Services Terms govern Customer's use of Contractor Expert Services as described in the Documentation and may be combined with the Contractor General Terms and Conditions or the Mobility Suite Subscription Services Terms and Conditions. All combined Terms and Conditions shall apply and be read together.

1.2 The Expert Services Modules contain Upgrade.Care, Maintenance.Care and Protect.Care. Contractor shall perform the Expert Services for its products as described in this Agreement on site or remotely. 3rd Party Components and Products are expressly excluded from servicing under these Expert Services Terms.

1.3

2. Customer's Responsibilities

2.1 In addition to all other obligations provided herein and as attached, the Customer shall make available all necessary employees who can be of assistance for the Expert Services. Such employees are to support Contractor accordingly;

- a) Duly and regularly effect the data backups to the extent possible and designated; this obligation refers to a general data backup in the extent usual in the industry as well as to a specific backup of data located on computers or servers before the Expert Services are rendered, for example before updates are performed;
- b) Subject to these Expert Services Terms, to effect maintenance, service, and cleaning of the equipment including the exchange of spare parts, wear and tear parts, and mechanical components; such works are to be effected in accordance with the specifications given by Contractor as well as in accordance with training information, manuals, maintenance instructions or similar information, if any, on a regular basis as a precaution measure;

3. Maintenance (Module "Maintenance.Care").

3.1 The module "Maintenance.Care" defines the scope of services and the interval of preventative performed maintenance.

3.2 General

- a) Contractor shall perform maintenance as described in the Documentation in the quoted interval according to the agreed module "Maintenance.Care".
- b) Customer acknowledges and agrees that Maintenance work shall only be carried out during Contractor's normal business hours ("Normal Business Hours"). Customer further acknowledges and agrees that Normal Business Hours do not include any holidays that are recognized by the Federal government and/or Contractor, and that Contractor's maintenance services will not be available at those times or any other days or times that are outside of the Normal Business Hours.
- c) Customer acknowledges and agrees that basic in-house maintenance (also called Level 1 maintenance) can only be performed by Customer when Customer participates routinely to Contractor trainings. If Customer has not routinely received training, Customer is not entitled to self-conduct basic in-house maintenance and must instead have such maintenance provided by Contractor trained personnel.

- d) Spare and wear parts are not included in the maintenance fee, therefore accounting and treatment of required spare and wear parts for troubleshooting must be made according to the module "SpareParts.Care".
- e) These maintenance conditions and the fees to be paid therefore do not include services rendered for troubleshooting purposes.

3.3 Hardware

- a) Hardware maintenance is a preventive maintenance service and includes the inspection, cleaning, and adjustment of hardware components as well as the execution of test runs necessary for proper operation and is not intended as a replacement for product warranty management.
- b) Contractor shall render the services included in Hardware maintenance exclusively for the equipment specified in this Agreement and at the location stated in the Agreement.
- c) Hardware maintenance shall be affected as agreed in this Agreement once or several times per year within the stated periods of time. The Customer and Contractor shall agree in advance on the specific date for each Hardware maintenance occurrence, taking into consideration each party's legitimate interests.
- d) Unless otherwise specified, the Customer shall bear the travel expenses for the employees of Contractor on an actual cost basis per GSA rates unless a lump sum fee for travel expenses was agreed upon in writing.
- e) If the Hardware inspection shows that parts of the Hardware must be exchanged, especially wear and tear parts (such as rollers, pressure rollers, and drive belts), spare parts or other parts, such exchange shall take place promptly by Contractor's employees to the extent such requirements could be foreseen and Contractor's employees brought such parts with them. Subject to and in consideration of any other Contractor agreement (e.g., module "SpareParts.Care"), Contractor may invoice the exchanged parts in accordance with the price list valid at the time.
- f) In particular the following activities are not included in the scope of the preventive Hardware maintenance:
 - i. remedy of errors and malfunctions caused by Force Majeure per Section 14.9 of the Mobility Suite Subscription Conditions;
 - ii. remedy of errors and malfunctions caused by any intervention by the Customer, its employees or any third party;
 - iii. delivery and replacement of consumable products;
 - iv. remedy of errors and malfunctions caused by the Customer's failure to fulfil any of its obligations..
 - v. Remedy of errors and malfunctions caused by the Customer's violation of any of the terms of this Agreement.

3.4 Software

- a) Updates
 - i. Within the scope of Software Maintenance, the Customer shall automatically receive from Contractor current Updates for the Software included in the scope of services to the extent such updates are generated by Contractor. For the purposes of these provisions, Updates means service packs within the same release and shall include minor changes to existing Software with the purpose of removing software bugs and making small improvements. All Updates provided to the Customer shall be subject

to the same Software and license conditions applicable to the original Software in the respective current version.

- ii. The installation as well as any other services within the scope of Software Maintenance, if any, shall be rendered by employees of Contractor remotely at Contractor's discretion. In the event Customer elects for on-site services, the Customer shall bear the travel expenses for the employees of Contractor on an actual cost basis unless a lump sum fee for travel expenses is agreed upon. The Customer and Contractor shall agree in advance on the specific date for the provision of services within the scope of Software Maintenance taking into consideration each party's legitimate interests.
- iii. Updates will be prepared by Contractor on the basis of legal or technical requirements and in its sole discretion. The Customer shall not be entitled to demand that Contractor prepares and publishes any Updates. Contractor reserves the right to freely choose the contents and release time of Updates.
- iv. The Customer acknowledges and accepts that Contractor, using software for automated software download ("Digital Software Delivery" or "DSD"), may download Software for improving system quality from a central Contractor server to Customer's system via a secure connection and pre-install it locally. To complete the Software installation, the Customer has the choice to complete the installation automatically.
- v. On occasion, Contractor may be required to change the system requirements for Updates including hardware and software requirements. As a general rule, changes to the system requirements and/or to the environment of the Updates are necessary as an adjustment to advancing technological developments in order to keep the Contractor software up to date. After receiving notice of such change, the Customer shall be liable for the implementation of any system requirements which are necessary for the installation and use of Updates. Should the Customer fail to fulfil these requirements, Contractor does not assume any liability for the functionality of the Software. The Customer take the responsibility to hold his system network virus free and secure in accordance with section 5 below.
- vi. As of the time of discontinuation of a certain Contractor-product, Updates for such Software shall no longer be prepared and published.

b) Software Configuration

- i. From time to time Customer may desire software configuration changes or adjustments to purchased services or goods. All initial desired software configuration changes must be specified in the scope of work at time of execution or additional fees shall apply. Additional configurations may be requested in writing and are subject to the approval of authorized Contractor personnel and must be submitted to Contractor a reasonable period of time in advance of the service to be rendered. The extent of such additional changes and adjustments shall be invoiced on a time & material basis unless otherwise agreed in writing. Changes and adjustments shall only cover existing configurations; the compilation of new or unauthorized configurations shall not be included and is expressly rejected.

4. Installation of Software and Hardware Upgrades (Module "Upgrade.Care")

4.1 The module "Upgrade.Care" defines Contractor's services in regard to the installation of upgrades to Contractor's Software and Hardware.

4.2 For the purposes of these provisions, "Upgrade" means the transition from one major release to the subsequent one. It usually contains some major new features as well as basic enhancements that extend the functionality of the Software or Hardware. The details to the module "Upgrade.Care" are stipulated in the Documentation.

4.3 To ensure proper operation of Customer's system, Contractor will review and test Upgrades carefully prior to installation and confirm proper functionality after installation.

4.4 Software Upgrades are delivered or made available in electronic format. Upgrades are installed only at the sites and devices listed in the corresponding table in the Documentation.

4.5 Spare and wear parts replacement required for the installation of an Upgrade are not included in the module "Upgrade.Care". The settlement of the required spare and wear parts is based on the option selected in the module "SpareParts.Care".

5. Anti-Virus and Security Check (Module "Protect.Care")

5.1 The module "Protect.Care" defines the support and usage of third party Anti-Virus Software as described in the Documentation.

5.2 Any third-party Anti-Virus Software End User License Agreement (the "EULA") for the Anti-Virus Software is binding on the Customer. The Customer is therefore obliged to observe the respective EULA.

6. Training

6.1 Eight (8) hours of online software training is included with the annual subscription.

[END OF SCHEDULE 1]

SCHEDULE 2
Contractor SCOPE OF WORK

Schedule 2 Scope of Work

SKIDATA will provide the Services per the specifications in section 11.12.26.01, pages 01-45, of the RFP specification and labeled pages 22 through 66 of this agreement except for the exceptions noted on the following page "Clarifications, Deviations, and Exceptions" labeled A1 (page 20 of 75) per the schedule labeled A2 (page 21 of 75)

CLARIFICATIONS, DEVIATIONS & EXCEPTIONS

Specification Section	Exception to Specification	Proposed Solution/Substitution
ATTACHMENT-A_111226.01 PARCS Jackson WY 2.5 Communications Page 22 G	Every PARCS device and system component must operate independently in the event of a network communications failure or interruption. Each device requires buffering of data for a minimum of 2,000 transactions. System will continue to operate in the off-line mode and store the buffered data until the data connection is restored. Upon restoration of the data connection, all stored data will automatically be uploaded to the server or cloud. In the event some transactions are not successfully uploaded, send an alert, and continue to store the transactions locally until successful uploading has occurred.	Each lane is capable of operating in various degraded modes depending on where a network outage occurs.
ATTACHMENT-A_111226.01 PARCS Jackson WY 2.6 Equipment and Subsystems Page 22 C.1	Provide a cloud-based solution.	SKIDATA is currently a Hybrid local/cloud based system. Some features and services are available in the cloud, some are only available via local interface.
ATTACHMENT-A_111226.01 PARCS Jackson WY 2.6 Equipment and Subsystems - D. Entry Station Page 23 D.1.a	Access door with appropriate tamper-resistant locking system with notification/log of door openings	Door notifications are optional but not included at this time.
ATTACHMENT-A_111226.01 PARCS Jackson WY 2.6 Equipment and Subsystems - G. Intercom Subsystem Page 30 G.1	Provide and install a video enabled intercom system for two-way communication between the PARCS field devices at all entry and exit lanes and POF stations, to a centralized location designated by the Owner.	Video (pin hole cameras) are optional, but not included at this time.

Sequencing

Where possible and in further discussion, the most efficient use of resources for all would be gained by sequencing the conversion locations so the SKIDATA project team need not ramp up each time but cut from one location to another without delay. We understand that this puts all other considerations aside, but it is an important objective if it can be achieved. Further discussions will commence during the design meetings to solidify the plan as it becomes a balance between speed/efficiency vs service interruption. For example, working in more lanes concurrently is faster than working in less, but causes greater impact to operations.

The specific order of the locations will be discussed during the initial kickoff/design meetings. This plan takes a 50/50 approach, where half of the lanes are taken offline and converted. When completed, tested, and accepted, the remaining 50% of lanes are closed off and traffic is diverted to the new system. This approach allows for system installation while preventing a loss of revenue. Training is timed to occur right before the first location goes live.

ID	Task Name	Duration	Start	Finish	Predecessors	2025
0	Town of Jackson	52 days	Mon 3/17/25	Tue 5/27/25		
1	Award	0 days	Mon 3/17/25	Mon 3/17/25		
2	Contract Execution Notice to Proceed	0 days	Mon 3/17/25	Mon 3/17/25		
3	Submittals	20 days	Mon 3/17/25	Fri 4/11/25		
4	Submittal Schedule	20 days	Mon 3/17/25	Fri 4/11/25		
11	Hardware Production	40 days	Mon 3/17/25	Fri 5/9/25		
12	Production of equipment	40 days	Mon 3/17/25	Fri 5/9/25		
13	Equipment manufacturing SKIDATA	8 wks	Mon 3/17/25	Fri 5/9/25	2	
14	Order Third Party Equipment	2 wks	Mon 3/17/25	Fri 3/28/25	2	
15	Installation Phase	10 days	Fri 5/9/25	Fri 5/23/25		
16	Site Ready for Installation	0 days	Fri 5/9/25	Fri 5/9/25	13	
17	Installation Start	0 days	Fri 5/9/25	Fri 5/9/25	16	
18	Civil preparation work	4 days	Mon 5/12/25	Thu 5/15/25	17	
19	Prepare for new Equipment Mounting	2 days	Fri 5/16/25	Mon 5/19/25	18	
20	Install new equipment	3 days	Tue 5/20/25	Thu 5/22/25	19	
21	commissioning testing with Stakeholders	1 day	Fri 5/23/25	Fri 5/23/25	20	
22	Go Live	0 days	Fri 5/23/25	Fri 5/23/25	21	
23	Contract Closeout	2 days	Mon 5/26/25	Tue 5/27/25		
24	Project Closeout	1 day	Mon 5/26/25	Mon 5/26/25	22	
25	Final Acceptance	1 day	Tue 5/27/25	Tue 5/27/25	24	
26	Training	1 day	Fri 5/23/25	Fri 5/23/25		
27	Training Class 1	1 day	Fri 5/23/25	Fri 5/23/25	20	

A2

SECTION 11 12 26.01 - PARKING ACCESS AND REVENUE CONTROL SYSTEM (PARCS) WITH LICENSE PLATE RECOGNITION (LPR)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. Related to this Section:
 - 1. Project Drawings
- C. Codes and Regulations:
 - 1. Comply with all applicable Federal, State and local laws, ordinances, rules and regulations pertaining to the performance of the work specified herein and compliant with the Owner internal policies.
 - 2. Obtain all permits, licenses and certificates, or any such approvals of plans or specifications as may be required by Federal, State and local laws, ordinances, rules and regulations.
 - 3. Compliant with Owner's internal policies for the proper execution of the work specified herein.
 - 4. Comply with Federal and State right-to-know laws if hazardous materials are used. The Materials and Safety Data Sheets (MSDS) shall be made available to all workers and Owner representatives. PARCS Vendor shall report immediately to the Owner any spillage or dumping of hazardous materials on Owner property. The PARCS Vendor shall also be responsible for the cleanup and any costs incurred for all such incidents.
 - 5. Keep current copies of all licenses, registrations or permits required by applicable governing agencies on the job site while performing the contract work and provide copies to Owner as requested during the performance of this contract.
 - 6. Payment Card Industry (PCI) compliance is required.
 - 7. Comply with the requirements of the American with Disabilities Act (ADA) including the 2010 ADA Standards for Accessible Design and any state or local jurisdiction requirements for accessibility, communication and use by individuals with disabilities and compliant with any Owner internal policies. Contractor is responsible for determining which parts of the PARCS must be ADA compliant.
 - 8. The following is a list of standards referenced in the contract documents. The latest revision in effect for each standard at the time of Notice-To-Proceed (NTP) shall be used in conjunction with the contract documents.
 - a. ADA
 - b. CFR
 - c. ANSI X9.24, Financial Services Retail Key Management
 - d. Federal Communications Commission emission limits
 - e. FIPS 140-2

- f. International Electrotechnical Commission (IEC) 529
 - g. ISO 9001
 - h. ISO/IEC 7816 parts 1 through 3
 - i. ISO/IEC 14443
 - j. ISO/IEC 18092 / ECMA-340, Near Field Communication Interface and Protocol-1
 - k. ISO/IEC 21481 / ECMA-352, Near Field Communication Interface and Protocol-2
 - l. NFPA 70
 - m. NFPA 130
 - n. National Electrical Code
 - o. Payment Card Industry Data Security Standard (PCI DSS)
 - p. Payment Card Industry Payment Application Data Security Standard (PA DSS)
 - q. Payment Card Industry Point to Point Encryption (PCI P2PE)
 - r. UL Standard 60950, "Information Technology Equipment – Safety"
 - s. UL 325
9. The PARCS Vendor shall identify and notify the Owner of any changes to the standards that are instituted between the time of NTP and PARCS implementation and certify that their software meets these requirements.
10. All units that are developed, procured, or used by federal agencies shall also meet Section 508 Standards for Information Communication Technology.

1.2 DEFINITIONS

A. List of abbreviations:

- | | | |
|-----|-------|--|
| 1. | ADA | Americans with Disabilities Act |
| 2. | ANSI | American National Standards Institute |
| 3. | API | Application Programming Interface |
| 4. | APGS | Automated Parking Guidance System |
| 5. | AVI | Automated Vehicle Identification |
| 6. | BG | Barrier Gate |
| 7. | BLE | Bluetooth Low Energy |
| 8. | CBEMA | Computer and Business Equipment Manufacturers' Association |
| 9. | CDMS | Central Data Management System |
| 10. | CFR | Code of Federal Regulations |
| 11. | CT | Cashier Terminal |
| 12. | EMV | Europay, MasterCard, and Visa |
| 13. | ENS | Entry Station |
| 14. | EXS | Exit Station |
| 15. | FACTA | Fair and Accurate Credit Transactions Act |
| 16. | FAT | Factory Acceptance Test |
| 17. | FDR | Final Design Review |
| 18. | GPR | Ground Penetrating Radar |
| 19. | GUI | Graphical User Interface |
| 20. | HA | High Availability |
| 21. | IP | Intrusion Protection |

22.	IRW	Image Review Workstation
23.	ISO	International Organization for Standardization
24.	LAT	Lane Acceptance Test
25.	LED	Light Emitting Diode
26.	LPR	License Plate Recognition
27.	NEMA	National Electrical Manufacturers Association
28.	NEC	National Electrical Code
29.	NFC	Near Field Communication
30.	NTP	Notice to Proceed
31.	ODBC	Open Database Connectivity
32.	ODT	Operational Demonstration Test
33.	PA-DSS	Payment Application Data Security Standard
34.	PARCS	Parking Access and Revenue Control System
35.	PCI	Payment Card Industry
36.	PCI P2PE	PCI Council Certified Point to Point Encryption
37.	PCI DSS	Payment Card Industry Data Security Standard
38.	PIL	Pay in Lane
39.	PIN	Personal Identification Number
40.	POF	Pay on Foot
41.	QA/QC	Quality Assurance/Quality Control
42.	SDD	System Design Documents
43.	SDR	System Design Review
44.	SQL	Structured Query Language
45.	UL	Underwriters Laboratories, Inc.
46.	UPS	Uninterruptible Power Supply
47.	VM	Virtual Machine
48.	VMS	Variable Message Sign
49.	VoIP	Voice over IP (internet Protocol)

1.3 SUMMARY

- A. Furnish and install an on-line, real-time Parking Access and Revenue Control System (PARCS) functioning in the manner described herein. The project is for an already constructed garage that does not currently have a PARCS system. The location address is 160 S Millward St, Jackson, Wyoming, 83001
- B. References in this section to "Contractor" include any Subcontractor performing Work related to the PARCS.
- C. Identify any clarifications, deficiencies, exceptions or errors in the Specifications or Drawings in Contractor proposal. Deficiencies or discrepancies in the Specifications or Drawings do not relieve the Contractor of the responsibility to provide a fully functional, reliable PARCS as intended by the design. Clarifications and exceptions to the design taken by the Contractor must be clearly stated in the proposal and are subject to Owner approval.
- D. Summary of Parking Lane and Supplementary Equipment:
 - 1. Lane Equipment:

- a. One entrance lane, each containing:
 - 1) ENS equipped with:
 - a) Ticket dispenser.
 - b) Barcode reader.
 - c) Proximity card reader.
 - d) Intercom.
 - 2) Auto gate with inductive loops.
 - 3) Lot Full sign.
 - 4) Protective bollards.
 - b. Two exit lanes containing:
 - 1) EXS equipped with:
 - a) Ticket reader.
 - b) Payment card reader.
 - c) Barcode reader.
 - d) Proximity card reader.
 - e) Intercom.
 - 2) Auto gates with inductive loops.
 - 3) Protective bollards.
- 2. Other Equipment:
 - a. Parking Office
 - 1) Staff Intercom Station
 - b. Other equipment as specified herein.
- E. See Drawings for equipment locations.
 - F. Work Included:
 - 1. Review Drawings and Specifications to be certain that all functional requirements, as described, can be achieved with equipment to be supplied.
 - 2. Provide Submittals as specified.
 - 3. Coordinate and confirm final and precise layout of PARCS equipment, mounting structures, conduits, stubs, and anchor bolts with Owner prior to installation.
 - 4. Attend construction meetings, provide schedules as requested, and schedule fieldwork to be coordinated with Owner.
 - 5. Provide and install all PARCS equipment as described and specified.
 - 6. Provide and install mounting structures necessary for the PARCS equipment.
 - 7. Provide and install all software, ancillary components, and materials to provide a complete and functioning PARCS and the interconnection with any Owner supplied equipment.
 - 8. Provide, install, terminate, and connect all necessary communications wiring and conduit required for the PARCS.

9. Provide, install, terminate, and connect any power conditioning that is required for the operation of the system.
10. Comply with all applicable codes and standards.
11. Authorize and accept responsibility for application of power to equipment and initiation of operation.
12. Run all initial diagnostics and system testing necessary to provide a complete working system.
13. Participate in system commissioning as required herein.
14. Test equipment as specified.
15. Provide as-built drawings, operating manuals, maintenance manuals, as specified.
16. Provide training as specified.
17. Provide warranty services as required.

G. PARCS Future System Expansion:

1. Readily upgradable, scalable, and modular in design to accommodate additional equipment, parking facilities, features and functionalities including the following:
 - a. Additional PARCS field devices.
 - b. Additional parking facilities.
 - c. Additional integrations (LPR, loyalty programs, connected cars, Bluetooth, etc.).
 - d. Interface with open API's for adding third party applications.
 - e. Firmware or software upgrades without the need to replace field devices.

1.4 REQUIRED MEETINGS

- A. System Design Review (SDR) meeting: Conduct initial SDR meeting within forty-five (45) days of contract award (after final contract negotiations) and follow-up as needed. Purpose of SDR is to review the Contractor's System Design Documents (SDD), which include the following Proposal Submittals and Informational Submittals:
1. Product Data Submittals
 2. Typical Lane Layouts
 3. Project Schedule
 4. Phasing Plan
 5. Samples
 6. Training Plan
 7. Testing Plan
- B. Pre-Installation Meeting: Conduct meeting at project site thirty (30) days in advance of time scheduled for work to proceed to review requirements and conditions that could interfere with successful PARCS implementation. All parties concerned with PARCS installation including electrical, communications, concrete/asphalt work, or others who are required to coordinate work should attend. Include the Owner or their representatives. At a minimum, cover:
1. Required preparatory work
 2. Site safety and security requirements

3. Required work areas and laydown requirements
4. Review installation and implementation schedule
5. Review testing and acceptance procedures

1.5 SUBMITTALS

A. Proposal Submittals

1. Company Information

a. Provide the following company information:

- 1) Name of company submitting proposal.
- 2) Brief company overview including a description of the company culture, company structure, and a statement on whether the company is a private or public entity.
- 3) Years in business.
- 4) Number of employees.
- 5) Annual sales volume.
- 6) List of key accounts.
- 7) Names and titles of key personnel. Identify the primary point of contact and authorized individual to submit the proposal on behalf of your company.

b. Provide a list of any subcontractors, their business address, and a brief summary of their role in the project.

c. Description of the Contractor's presence in the local area.

- 1) Physical location of the nearest service center for PARCS maintenance and repairs.
- 2) Number of staff at this location.
- 3) Number of contractor-owned service vehicle at this location.

2. Manufacturer's Qualifications: Verify the following, in writing:

- a. In continuous operations for previous five years.
- b. Primary components installed and operating in three or more facilities of similar size and complexity. Provide the following for each installation.

- 1) Name of project
- 2) Location
- 3) Contact name, telephone number and email address
- 4) Date of installation
- 5) Number of lanes
- 6) Description of equipment and quantities
- 7) Payments accepted
- 8) Credential types used
- 9) Photos of installed PARCS

3. Installer Qualifications:

- a. In continuous operations for previous five years.
 - b. Proven ability to install equipment and provide appropriate and required service and support after installation.
 - 1) Approved in writing by PARCS manufacturer(s).
 - 2) State number of years installing for manufacturer.
 - 3) Three comparable installations in parking facilities of similar size and complexity in past three years.
 - 4) Provide the following for each installation.
 - a) Name of project
 - b) Location
 - c) Contact name, telephone number and email address
 - d) Date of installation
 - e) Number of lanes
 - f) Description of equipment and quantities
 - g) Payments accepted
 - h) Credential types used
 - i) Photos of installed PARCS
 - c. Service Center located such that a service technician can be on site no later than the next business day.
 - d. Organizational Chart - include names, title, and roles of individuals who will be assigned to this project including any subcontractors.
 - e. Include resumes for key personnel.
4. Project Approach – Submit the following:
- a. Executive summary of your team's proposed PARCS solution for completing the scope of work, as described, including any unique PARCS features and functionalities that will enhance customer service and facilitate greater operational efficiencies.
 - b. Detail the plan for design, installation, implementation, training, and testing.
 - c. Description of the Contractor's approach for post-installation customer service.
5. Project Schedule based on the anticipated project milestone dates outlined herein:
- a. Milestone dates clearly identified
 - b. Task and subtask start and completion dates
 - c. Narrative description of phasing for each area of work including installation of field devices and performance of acceptance testing
 - d. Training schedule relative to system activation
6. Product Data Submittals:
- a. List of each primary component of system and the manufacturer.
 - b. Cut sheets including equipment dimensions; power and load requirements; communication requirements; operating temperature range; buffering limits

for all PARCS devices; and IP rating for field devices for all PARCS equipment listed in Section 1.3.D, as well as:

- 1) Communication Network Components
 - 2) Traffic Control Signage
 - 3) Switches
 - 4) Software Application
7. List all manufacturer-recommended spare parts (name, part number, quantity, and unit price) to be maintained on site.
 - a. The Owner reserves the right to order additional parts and manage the PARCS spare parts inventory as required to maintain the system.
 - b. The proposed spare parts list is subject to the approval of the Owner, and the Owner reserves the right to modify the spare parts inventory throughout the term of the Contract.
 - c. Owner to provide a storage location of the spare parts.
 - d. Provide a software/database monitoring tool for tracking the inventory and usage of spare parts.
 8. Detail infrastructure solution and components for a cloud hosted server solution. Description of any offsite or cloud-based components of the system and the methods by which the on-site equipment and software communicates with the offsite/cloud-based components. This must include a description of the communications and networking methods required to integrate the onsite and offsite components, who provides the associated communications network (Owner, Contractor, or a combination), and any costs associated with this communications network.
 9. Software application and version(s).
 10. Provide a narrative and graphic description of the PCI P2PE solution including:
 - a. Any entities (gateways or service providers) that will stand between the PARCS and the intended processor.
 - b. Any one-time, recurring, or transaction-based costs associated with the use of those gateway or service providers.
 - c. Network diagrams and data flow charts describing the solution.
 11. PARCS standard reports including screenshots and sample reports.
 12. List of any Contractor needed equipment that the Contractor expects the Owner to provide.
 13. Price Proposal Form with total PARCS cost and unit cost of each component along with add/alternate items and any reoccurring costs (on an annual basis) not already provided.
 14. Exceptions and Substitutions:
 - a. Substitutions: Where functional performance features or quality of system varies materially from that specified, identify substitution being proposed. Include catalog sheets, brochures, and/or technical specifications of the proposed substitution.

- b. Exceptions: Provide an all-inclusive list of all exceptions taken to any part or parts of these Specifications (including substitutions).
- 15. Warranty: Submit copy of warranty and explanation of any instances which may impact warranty coverage.

B. Informational Submittals – After Project Award, prior to SDR meeting.

- 1. All submittal approvals, comments and rejections will be returned to the Contractor by the Owner's designated representative. Required Submittals must be resubmitted until accepted. Provide cover letter indicating the submittal purpose with area for comments and stamp by Owner's representative. Responses will be returned indicating one of the following with additional notes as needed:
 - a. "No Exception Taken" – accepted submittal.
 - b. "Rejected" – resubmittal required.
 - c. "Submittal Not Required No Review Performed" – no further action needed.
 - d. "Make Corrections Noted Resubmittal Not Required" - accepted but take corrective action.
 - e. "Revise and Resubmit" – resubmittal required.
- 2. Detailed Project Schedule for implementation, training, and testing including:
 - a. Project plan in Gantt chart format generated using currently supported Microsoft Project or similar program approved by Owner.
 - b. Milestone dates clearly identified, including staff training and testing
 - c. Task start and completion dates.
 - d. Phasing for installation of field devices, performance of acceptance testing, and activation for public use.
- 3. Shop Drawings
 - a. Mounting details for PARCS equipment, per manufacturer recommendations.
 - b. Wiring diagrams detailing wiring requirements for power, signal, and control systems.
 - c. Locations for electrical and communications connection points and pathways including conduit runs, network access points, power panels and circuits, and server location.
 - d. Clearly indicate work that is not in contract.
- 4. Samples: submit samples of tickets, reports, and other items requiring selection as part of the SDR meeting.
- 5. Schematic diagram showing communication between head end equipment and field devices.

C. Other Submittals – After Project Award, prior to SDR meeting. Submit in accordance with Division 1

- 1. Training Plan and Schedule (to be submitted as part of the SDR meeting):

- a. Owner to tentatively approve or suggest changes to the training schedule.
 - b. Fourteen calendar days prior to each instruction session, submit an outline of the instruction material and approximate duration of the session. Allow ample time within each session for the Contractor to fully describe and demonstrate all aspects of the PARCS and allow Owner personnel to have hands-on experience with the PARCS.
2. Testing Plan (to be submitted as part of the SDR meeting):
 - a. Plan for testing all system functionalities described herein as well as any other functionalities proposed by the Contractor.
 - b. Owner to return review comments to the Contractor. Contractor to incorporate review comments into the Test Plan and resubmit for verification that all comments have been incorporated. Approved document will be termed the Test Procedures Document.
 - c. Approval of finalized Test Procedures Document is required prior to commencement of any test.
 - d. Develop test procedures for:
 - 1) Lane Acceptance Test (LAT).
 - 2) Operational Demonstration Test (ODT).
 - e. Revised schedule in Gantt format with milestone dates clearly identified, task start and completion dates, lane-by-lane installation dates, training dates, and testing dates.
 - f. Description of phasing to decommission each lane, install new field devices, perform LAT, and activate for public use.
3. Submit the following manuals in both hardcopy and electronic (PDF) format 30-days prior to commencement of testing:
 - a. PARCS user's manuals.
 - b. PARCS subsystem manuals.
 - c. Accessory and 3rd party equipment manuals.
 - d. PARCS maintenance procedures manual.
 - e. Training manuals.
4. Spare Parts
 - a. Deliver spare parts per the approved spare parts list, complete and ready to use, prior to commencement of testing.
 - b. Maintain inventory of spare components at this level as components are used during warranty period.
5. Stock Items: Furnish the following supply of operating stock items prior to commencement of testing.
 - a. 100,000 Owner approved parking tickets.
 - b. 100,000 Owner approved receipt tickets per exit device unless provided below.
 - c. 500 Proximity cards.

6. Equipment Keys

- a. Provide two (2) sets of keys for each unit of equipment with locks.
- b. All equipment and enclosures of the same type (ENS, EXS, Gates, etc.) have the same key and equipment of different types have different keys.
- c. Keys are unique to this project; other equipment supplied by the same manufacturer in the region cannot use the key provided for this project site.
- d. APM doors and vaults cannot be keyed the same and must be high security mechanical keys.
- e. If a special tool is required to perform any function on the PARCS during the normal course of business and/or maintenance, provide three of these tools.

D. Closeout Submittals

1. Copies of all licenses, registrations, documentation, disks and other media (as may have been included with commercially available software packages) to be submitted prior to commencement of testing. In addition, ensure that all licenses, registrations and warranties have been transferred to Owner prior to final software turnover.
2. As-Built Documentation: Submit as-built documentation of all systems and components installed as part of the PARCS. Include drawings of the actual installed conditions of all equipment and cabling components and configuration settings upon the completion of any acceptance test.
 - a. Update the most recent as-built documentation as further changes occur in the field or as a result of a patch or upgrade to an installed system throughout the warranty period.
 - b. Provide a list of all TCP/IP devices with each device's IP address, MAC address, and general description of the installation location.

1.6 QUALITY ASSURANCE

- A. Comply with all laws, ordinances, codes, rules, and regulations of public authorities. It is the responsibility of the Contractor to meet these and all other current technical, performance, and safety standards that are applicable to all components and to the entire system, even when not specifically referenced.
- B. Obtain all required permits.
- C. All equipment and parts to be newly manufactured and never installed in any other operational system other than for factory test purposes.
- D. UL standards where test standards have been established.
 1. Equipment and materials which are not covered by UL Standards may be considered provided equipment and material is listed, labeled, certified or otherwise determined to meet safety requirements of a nationally recognized testing laboratory.

2. Equipment of a class for which no nationally recognized testing laboratory accepts, certifies, lists, labels, or determines to be safe, will be considered if inspected or tested in accordance with national industrial standards, such as NEMA, or ANSI. Evidence of compliance shall include certified test reports and definitive product data.
- E. Equipment housings, conduits, and junction boxes exposed to weather (any location not in a conditioned environment) shall meet or exceed IP65 standards. Components that do not meet IP65 standards or better may be considered if implemented with supplemental environmental controls such as air conditioners and dehumidifiers.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Contractor must receive all equipment on-site. Owner will not receive, unload, or participate in the delivery of equipment to the site.
- B. Contractor is responsible for replacing any items damaged during shipping, by expedited means, at no additional cost to the Owner if required to maintain installation schedule.
- C. Coordinate designated storage/staging area(s) for PARCS equipment that has not been installed prior to shipping to site to ensure area is sufficient and available.
- D. It is the Contractor's responsibility to protect the equipment from theft and damage until final acceptance. This may include installation of fencing, locks, and any other security provision deemed necessary by Contractor. Should the stored equipment be stolen or damaged prior to final acceptance, replace the equipment at no additional cost to the Owner.
- E. Deliver equipment to site in manufacturer's original containers to prevent damage and marked for easy identification.

1.8 PROJECT/SITE CONDITIONS

- A. Environmental Conditions: Entire system and components warranted to be unaffected by weather conditions typical to the area as well as the conditions listed below:
 1. Ambient Temperatures: -20°F to 120°F (with addition of solar loading)
 2. Humidity: 0% to 99% (non-condensing)
 3. Rain: Blowing rain with 80 mph gusts
 4. Dust: Accumulating and blowing dust and fine sand
- B. Entire system and components warranted to be unaffected by non-direct lightning strikes, or similar types of power interference.
 1. Present solution for preventing power interference for Owner approval prior to implementation.
 2. Provide lightning protection through surge arrestors or earthen ground rods or a combination thereof for the PARCS.

3. Determine, based upon the PARCS manufacturer's system requirements, the appropriate lightning protection method to use for the location where the equipment is installed.
 4. Provide equipment that is UL-approved for use as part of a labeled lightning protection system and marked in accordance with UL procedures.
- C. Any new islands or pads containing PARCS equipment must not be poured until stub ups and any necessary anchor bolts are properly placed and verified by the Contractor. Any conflicts with installation at a particular location must be resolved prior to pouring lanes and pads for PARCS equipment.

1.9 WARRANTY, SERVICE AND SUPPORT (INITIAL PERIOD)

- A. Warranty period on the PARCS starts upon notification from the Owner of Final System Acceptance.
- B. Warranty all parts, materials, and workmanship following Final System Acceptance for a period of 12 months (1 year). Inclusive of ALL costs (parts, labor, maintenance, software support, warranty repairs, Contractor travel time, Contractor expenses, etc.) incurred during the warranty period to be provided without additional cost to the Owner.
- C. Costs (time and material) for repair or parts replacement, components, etc., damaged or rendered unserviceable due to apparent and provable misuse, abuse, vandalism or negligence by Owner or the using public are excluded as a warranty requirement. Also excluded from the warranty are damages due to Acts of God. Contractor costs related to these non-warranty repairs can be invoiced to the Owner on a time and materials basis.
- D. Maintain all systems that are operating prior to starting the warranty period. Maintenance services to be defined within the Manufacturer's recommended maintenance procedures manual submitted as accepted by the Owner.
- E. Repair Service during the Warranty Period:
1. Begin repair service no later than the next business after the initial service request by the Owner within normal business hours.
 2. Resolution of the situation within 48-hours after notification is required in all situations. A temporary solution is acceptable in the event replacement parts are not available in inventory.
 3. Factors beyond the control of the Contractor, such as unexpected delays in parts, accidents, severe weather, and unusual traffic, require thorough documentation to be submitted to the Owner the next business day. The Owner may grant relief for the service hour requirement after reviewing these factors.
- F. Emergency Maintenance Service during the Warranty Period: Conditions requiring emergency maintenance services by the Contractor are conditions in which a lane, PARCS device, or group of devices become unusable due to malfunction, failure, or damage and the condition cannot be remedied by Owner personnel.

1. Provide three (3) methods of notification to be used for emergency contact information (ex: telephone, email, SMS text message).
2. Acknowledge receipt of emergency service request within 60 minutes of notification.
3. Begin emergency repair service by the next business day after the emergency service request.
4. Resolution of the situation within 48-hours after notification. A temporary solution is acceptable in the event replacement parts are not available in inventory.
5. Factors beyond the control of the Contractor, such as unexpected delays in parts, accidents, severe weather, and unusual traffic, require thorough documentation to be submitted to the Owner the next business day. The Owner may grant relief for the service hour requirement after reviewing these factors.

G. Software Support during the Warranty Period:

1. Provide on-site and remote software support for PARCS and all 3rd party software applications.
2. Provide 24/7 hotline telephone software support.
3. Make available to the Owner normal PARCS software improvement releases (updates) when they become available at no additional cost to the Owner.
4. Provide all PARCS and operating system software patches and updates free of charge during the warranty period; however, the Owner reserves the option of implementing the updates or not. Provide documentation seven calendar days prior to all PARCS and operating system software modifications, patches, updates, and upgrades, that describes:
 - a. Patch/update release designation
 - b. Proposed date and time of implementation
 - c. Detailed description of what the patch/update accomplishes
 - d. Full disaster recovery procedures that return the system to its pre-patch/update condition
5. Coordinate the testing and implementation of all patches and updates with the Owner. PARCS Database and PARCS application software maintenance to be performed remotely or on-site as approved by the Owner.
6. Support upgrades to the PARCS application based on operating system patch and upgrade requirements. (For example, if the PARCS runs on a Microsoft operating system, patch the PARCS software according to the Microsoft patch and upgrade schedule without breaking any application. If Microsoft decommissions an operating system, the Contractor must be capable of releasing code compatible with next operating system upgrade prior to Microsoft ending support for current operating system.)
7. Provide corrective patches and upgrades in the event security vulnerability or system availability issues are discovered.

H. Preventive Maintenance Service during the Warranty Period:

1. Provide preventive maintenance services for all systems throughout the warranty period. Preventive maintenance procedures and frequencies to be defined within

- the Manufacturer's recommended maintenance procedures manual submitted with the Proposal as modified and accepted by the Owner.
2. Preventive maintenance services include but are not limited to inspection, testing, necessary adjustment, alignments, calibration, parts cleaning, battery replacement, communication system maintenance, server administration and database administration of the PARCS provided by the Contractor.
 3. Perform all preventive maintenance at non-peak periods during regular business hours.

1.10 ADD ALTERNATES

- A. Post Warranty Maintenance Services and Support
1. Include proposed add/alternate costs in the proposal to provide post-warranty maintenance services for the PARCS on an annual basis for five (5) years following expiration of the warranty period with pricing valid for the Owner to purchase the Post-Warranty Maintenance Services through a service agreement between the Owner and Contractor.
 2. Substitute a VMS at each entry as shown on the drawings.

PART 2 - PRODUCTS

2.1 PAYMENT CARDS

- A. All aspects of the PARCS, including but not limited to, hardware, software, configuration settings, processes (both manual and automated), policies, procedures, reports, network architecture, data storage schemes and other products for the PARCS must be compliant with all applicable Payment Card Industry (PCI) Security Standards Council standards, Information Supplements and Guidelines (www.pcisecuritystandards.org) published or in force at the time of installation, so that the Owner can certify the system as PCI Compliant. As part of demonstrating compliance with the PCI security standards, the requirement or use of a compensating control (as defined by the PCI Security Standards Council) shall only be permitted with written approval of the Owner.
- B. Coordinate with Owner on clearinghouse and/or gateways to be used for authorization.
- C. Provide authorization for the following brands/types of payment cards:
1. Visa
 2. MasterCard
 3. American Express
 4. Discover
 5. Bank-Issued Debit Cards with any of the above card brand affiliations, accepted as a credit card.
- D. Provide a PCI-P2PE PA-DSS validated system for handling card-present transactions.

- E. Support EMV Chip, Mag-stripe, Contactless reading of payment cards for card-present transactions.
- F. Support contactless mobile device-based payments.
- G. Support PCI-compliant storage of up to 1000 transactions in an offline state.
- H. Provide a system using tokenization by a current validated PCI Level 1 Service Provider for handling card-not-present transactions.
- I. Provide, test and install quarterly security updates for system components in the cardholder data environment, such as operating system, application software, firmware, etc. related to payment cards during Warranty Period and any optional Extended Service Coverage selected by Owner.
- J. Payment card processing time of no greater than ten (10) seconds.
- K. Support Payment Card as an Access Credential
 - 1. Ability to activate/deactivate via server.
 - 2. Perform all functions without compromising PCI-DSS compliance.
 - 3. Provide a PCI compliant method to search for entry date/time for lost or unreadable payment cards used to enter the facility. The payment card in/out functionality shall provide a PCI compliant method to find and reset a payment card status in the event of passback sequencing.
 - 4. Provide the operational sequences as specified elsewhere in this document.

2.2 SOFTWARE

- A. Provide all software and software licensing required by the system to achieve total system performance.
- B. Use proven, off-the-shelf software (i.e., software already manufactured and available for delivery) to the greatest extent possible.
- C. Provide open APIs for dissemination to third party websites and applications. Such API's must be open, documented and non-proprietary using industry-standard approaches such as REST or Websocket. Data access via the API is to be available to Owner at no additional charge.
- D. Unless specified elsewhere, provide the latest available software version at the time of system implementation for all third-party software, including operating systems and database software.
- E. Make any necessary modifications, and provide documentation of such modifications, to existing third party software programs that the Contractor adopts for the system. Should the Contractor and the software manufacturer be separate entities, the software modifications will not preclude the purchase of a standard maintenance and service contract from the manufacturer.

- F. Purchase software maintenance for all third-party software naming the Owner as the software Owner and contact. Provide maintenance agreements throughout the duration of the warranty period.
- G. Provide any necessary perpetual licenses and/or authorization for all PARCS related software including, but not limited to, operating systems, application software, development language, peripheral software, and PARCS hardware diagnostic software. If available, provide a site license to the Owner, meaning usage of the license is unrestricted, regardless of the physical locations where the software may be used.
- H. Contractor is to document in the Proposal their SaaS licensing terms and conditions, and the options and costs for a multi-year license for terms ranging from 2 (two) up to 10 (ten) years in length. Contractor is to describe in their Proposal what occurs in terms of system and feature functionality if Owner chooses not to renew SaaS-based licensing.
- I. Provide licenses that cover future updates as required by these specifications.
- J. Deliver original ISO, USB Stick, DVDs/software or product keys and software license documentation with Owner listed prior to commencing system testing.
- K. PARCS Application Software:
 - 1. Install and configure all application software and firmware required by the PARCS with all software licenses registered to the Owner.
 - 2. Provides complete operation of the PARCS and includes the database management system.
 - 3. Allows for future upgrade and expansion of the PARCS.
 - 4. Browser-based and web-browser enabled such that the PARCS is accessible from any Owner workstation connected to their network.
 - 5. Operates across dedicated PARCS Local Area Network (LAN), accessible with proper user ID and password, on all workstations authorized to access the PARCS software modules.
 - 6. Allow multiple groups and roles that govern individual access to the system. The assignment of a group/role will control access to the various modules of the PARCS, and if the access is update or view only.
 - 7. Access rights to the system for the various groups and roles will be defined during implementation.
 - 8. PARCS application software to provide the following:
 - a. Manage, display, and report all PARCS-related activity as outlined in this functional specification.
 - b. GUI that is intuitive and user friendly.
 - c. Automatic detection and reporting of fault conditions and equipment failures. Categorize fault condition by severity and display alarm notification on the system GUI as well as notify designated Owner personnel via email and/or text message for any individual fault condition, category of fault, or Owner-selected group of faults.
 - d. Reporting as outlined in the Reporting section.
 - e. Real-time monitoring of all PARCS field devices

- f. Central access and control of field devices for users with the appropriate authorization to issue remote commands from system workstations to the field devices such as raising and lowering the BG; rebooting field devices; putting field devices in or out of service; remote transaction processing; etc.
- g. Audit logging for the use of central controls within the PARCS database by user ID, time, device controlled, and action taken. Audit logging to include all creation, deletion and modification of the following items:
 - 1) Rates and rate tables
 - 2) Validations
 - 3) Contract parker configuration
 - 4) User access to system
 - 5) Field device configuration
 - 6) Field device actions, such as manual gate raise
 - 7) Parking facility definition within the system
 - 8) Parking facility occupancy and capacity
 - 9) End-user messaging
 - 10) Credit card acceptance configuration
 - 11) Custom reports
 - 12) Audit log
- h. Configurable parking rates, grace periods, and time increment changes from system workstations. Configuration access to be restricted to Owner designated users with proper authorization.
- i. Remote communication with all devices in real-time for a general broadcast of information (e.g. rate changes or time increment changes) or software update and an ability to communicate to a single device to upload information or software. It shall be possible to remotely shutdown a field device's operating system, upload updates and remotely restart the field device.
- j. Correct calculation and processing of parking fees during a transition:
 - 1) from daylight savings time to standard time, and vice versa
 - 2) at the beginning of March during leap years (e.g., when there is a February 29th).
 - 3) from one rate to another (e.g., rate has an effective date so that Customers are charged a parking fee based upon the parking fee that was current at the entry date and time, not the exit date and time, allow the new rate to be either less than or greater than the new rate).
- k. Programmable rate structure to establish variable rates based upon the time of day, day of week, and special events.
- l. Programmable rate structure to establish daily/weekly/monthly maximum fees, grace times, and complimentary periods.
- m. Programmable rate structure to allow configuration of the tax rate applied to parking fees.
- n. Create system generated alarms – generation of alarms for user selectable event type. Alarm Hierarchy shall be completely configurable so the Owner can adjust priority of alarms, audible tones, where the alarms are sent, etc. Initial Alarm Hierarchy shall be coordinated with the Owner during implementation.

- o. Ability to export all query results and reports to multiple formats including Portable Document Format (PDF), comma-separated-value, and Microsoft Excel©.

L. Reporting

1. Available online and on demand for Owner personnel who have proper password access.
2. Viewable, printable, and exportable from the GUI.
3. Data compiled in an ODBC compliant database with the ability to prepare custom reports using the PARCS data including Microsoft Excel, at a minimum, via a comma-separated-value file format.
4. Provide the Contractor's PARCS standard reports including report descriptions, selectable data fields, and report layouts for all standard reports.
5. Coordinate with the Owner as required during the system design to address specific reporting needs of the Owner. At a minimum, reports provided shall include:
 - a. Detailed Revenue and Non-Revenue Transactions Reports – Reports of transactions processed through the PARCS by user selectable parameters including user type (ticketed customer, validation, pre-paid, parking integrator, Access Credential, etc.), date/time range, and by PARCS device.
 - b. Detailed and Summary Revenue Reports for daily, weekly, and monthly PARCS activity.
 - c. Payment Card Reports – Reports of payment card transactions by user selectable parameters including date/time range, payment card type, transactions type (valid online transaction, declined transactions, offline transactions, etc.)
 - d. Outstanding Ticket Reports – Report of parking tickets that have been issued but have not been processed or exited from the system.
 - e. Validation Report – Report of validations issued, amount of validations, and when the validation was used, by user selectable parameters.
 - f. System Event Reports – Reports for system generated events by user selectable parameters including PARCS device and date/time range.
 - g. Occupancy Reports
 - h. ACS reports:
 - 1) Activity Usage Reports – Provide a chronological list of ACS usage, including date, time, credential, and location of entries and exits; capable of being sorted by any field.
 - 2) Count Reports – Monitor and report counts of ACS vehicles present on an hourly basis by group, access level.
 - 3) Percentage of Occupancy – For selectable times during 24-hour period for all categories of ACS parkers.
 - 4) In/Out Status Report: Shows status of all ACS cards at any given time, sortable by name/card #/status.
 - 5) Active User Report – A listing of all active users that have access to the facility.

- 6) Activity Exceptions Report – A field-sortable listing of all activity exceptions to include at a minimum hard-passback, soft-passback, shared account, debit card, hotel quest pass and nesting violations.
 - 7) User Changes Report – Provide report of changes to user accounts to include at a minimum debit card rate changes and status changes (e.g. card placed in neutral with no charges applied at exit).
6. Transition existing custom reports to new system as defined by Owner requirements. Owner and Contractor to coordinate report design and finalize custom reports prior to the expiration of the warranty period.

2.3 ACCESS CONTROL SYSTEM (ACS)

- A. Provide an on-line, computer-based access control system for those authorized by Owner to have access to parking facility without being processed through ticket system, for example; a “monthly parker”.
- B. Distributive, networked or centralized processing may be employed, so long as required multi-lane control features such as anti-passback, occupancy and activity tracking are maintained.
 1. Authorized vehicles requiring free and fast ingress and egress to parking facilities.
 2. Monthly parkers who have a contractual agreement and/or will prepay or prearrange billing for parking on a monthly basis.
 3. Frequent parkers, who prepay or prearrange billing:
 - a. Cards that are programmed for a specific number of uses, dates of use, value, or other parameter.
 - b. Automatic credit card billing cycles or after each use.
- C. Individually recognize and process up to ten thousand (10,000) ACS users at all reader locations.
- D. Have at least sixteen (16) preprogrammed access levels capable of being changed without reprogramming of ACS.
- E. Provide anti-pass back control. With this feature, users enter and exit in proper sequence (i.e., entry, exit, entry, exit, etc.).
 1. Selectable option to allow either "hard" (out of sequence user is rejected and an alarm is generated) or "soft" mode (out of sequence user is allowed access but reported.)
 2. In both hard and soft modes, each out of sequence event is reported as an exception transaction in daily ACS access log.
 3. Password protected "resynchronization" of all users to one access before return to anti-passback control.
- F. Link users to each other to allow one entity to be identified with and/or pay for a group of users. Provide up to one hundred (100) such user groups.

- G. Ability to group ACS credentials and limit access to a preset maximum number of vehicles in facility at any given time, and/or allow and track overages to be invoiced separately.
- H. Nesting feature:
 - 1. Ability to require parkers that are assigned to park in a specific level or area (nest area) to use ACS credential to enter and exit nest area in order to exit facility.
 - 2. Required sequence: In facility, in nest, out of nest, out of facility.
- I. Programming requirements:
 - 1. Issue and reprogram ID devices.
 - 2. Allow authorized supervisor to create, store, send and receive user programming from ACS readers. Password protected access to programming, with multiple levels of access, to any and all information regarding specific blocks and/or suites of cards.
 - a. Provide at least twenty (20) programmable record fields for each person issued an ACS credential and at least twelve (12) programmable record fields for each user's vehicle(s).
 - b. Allow specific parker record files to be retrieved, displayed and/or printed based on selectable criteria, such as current ACS status, access group, access level, and/or ID numbers (except data that is password protected).
 - c. Allow searching, sorting and printing of database by any field for routine and special forms such as invoices or mass-mailings.
 - d. Consolidating and retaining data to allow for report generation (see "reports"). Capable of reporting the collection of fees from parkers on monthly prepayment, decrementing, end of month billing, and/or credit card basis.
 - 3. Provide for posting of payments and automatic lockout of ACS users within programmable grace period after expiration of a prepaid account.

2.4 POWER

- A. Furnish and install all additional power conduits, pull cords, junction boxes, and cabling necessary to support the PARCS, per the PARCS manufacturer's requirements.
- B. Provide and install any power grounding and power conditioning that is required for the operation of the system.
- C. The Contractor is responsible for furnishing, installing, terminating and testing any cable necessary to provide power from the local power source to the field devices.

2.5 COMMUNICATIONS

- A. Unless specified elsewhere, contractor to provide and install all required communication cabling from IDFs to demarcation points. All such cabling is to be either CAT6 or fiber

optic, in accordance with applicable IEEE/ANSI industry standards and distances to be spanned.

- B. Data connection provided from PARCS Server Room to various locations near each equipment island or plaza. See drawings.
- C. Provide and install all additional communication equipment, conduits, pull cords, junction boxes, and cabling necessary to support the PARCS, per the PARCS manufacturer's specifications.
- D. The Contractor is responsible for furnishing, installing, polishing, terminating and testing any cable necessary to provide communication from the field devices to fiber termination points in the vicinity of each PARCS plaza to gain access to the PARCS servers.
- E. Provide and install all other communication switches, communication enclosures, and cabling at each lane to provide full PARCS system functionality.
- F. Configure all field component communication such that no single point of failure of a device shall cause an operational failure of surrounding devices.
- G. Every PARCS device and system component must operate independently in the event of a network communications failure or interruption. Each device requires buffering of data for a minimum of 2,000 transactions. System will continue to operate in the off-line mode and store the buffered data until the data connection is restored. Upon restoration of the data connection, all stored data will automatically be uploaded to the server or cloud. In the event some transactions are not successfully uploaded, send an alert, and continue to store the transactions locally until successful uploading has occurred.

2.6 EQUIPMENT AND SUBSYSTEMS

- A. Provide newly manufactured equipment and associated materials for the PARCS.
- B. All equipment performing a like function and of the same part number are to be fully interchangeable without the requirement for physical modifications.
- C. Computer System, Application, and Data Servers:
 - 1. Provide a cloud-based solution.
 - 2. In such a configuration, there are to be no restrictions on Owner's capability to establish or change passwords, access levels, etc. as specified above.
 - 3. No tower computer or other non-mounted equipment will be acceptable in the server rack.
 - 4. All systems to have sufficient processing power, memory capacity, and communication bandwidth to meet functional performance demands of PARCS software without loss of responsiveness to user input or slowing of any end node device or workstation.
 - 5. Use TCP/IP for data communication.
 - 6. Provide centralized management of the PARCS.
 - 7. PARCS servers to contain all PARCS application and database software that is associated with PARCS operation, data storage, and reports.

8. Install and configure all necessary software on the servers with all required system software licenses registered to the Owner.
9. Configure such that the following features and functionalities are attainable:
 - a. Maintain 24 months of on-line data of all PARCS data. All data shall be readily accessible without any delay in processing.
 - b. Provide fault tolerance such that no server-level single point of failure causes disruption to the PARCS or corruption of PARCS data.
 - c. Long Term Storage – Ability to archive all summary data for up to seven years on owner-provided external media with simple retrieval capability.
10. All PARCS data is considered to be the sole intellectual property of the Owner. Usage of this data by Contractor or by the PARCS vendor for any purpose other than to support, test or repair Owner's system requires prior written authorization from Owner. If at any time Owner decides not to renew the SaaS agreement, Contractor is to send all PARCS data gathered over the lifetime of the system (i.e. from system activation date through the SaaS agreement termination date) to the Owner in an and is to subsequently delete such data from any offsite servers or cloud instances.

D. Entry Station (ENS)

1. Provide and install ENS) at the public entry lanes, as indicated on the Drawings, equipped with the following components and capabilities:
 - a. Access door with appropriate tamper-resistant locking system with notification/log of door openings
 - b. Push button ticket dispenser (TD)
 - c. Payment card capabilities as specified in Payment Cards section
 - d. NFC reader
 - e. Proximity Card Reader with a minimum read range of four inches integrated into the face of the ENS
 - f. Barcode reader integrated into the face of the ENS capable of reading 1D and 2D barcodes including pre-printed coupons/validations and electronic barcodes displayed on mobile devices.
 - g. Push button intercom integrated into the face of the ENS
 - h. Issues one time and date stamped barcode parking ticket for each ticketed entry transaction
 - i. Uniquely encoded tickets
 - j. Unique ENS identifier encoded and printed on each ticket
 - k. Machine readable ticket encoding that is compatible with all other PARCS components
 - l. Minimum ticket stock capacity of 5,000 tickets
 - m. Color display with minimum 5" display
 - n. Provide selectable directional language, for a minimum of English and Spanish
 - o. Use visual instructions for customers to understand the sequence of events to complete a transaction, including directional signage (subject to approval) informing user to take ticket and pay at pay-on-foot prior to exiting

- p. Stand-alone functionality that allows the ENS to operate independently when there is a temporary network communication failure, regardless of where the communication interruption occurs. Alarm for ENS offline condition to be displayed on the PARCS GUI.
 - q. Ticket stock low alarm generated on the PARCS GUI
 - r. Ticket stock out alarm generated on the PARCS GUI
 - s. Interfaces with barrier gate and vehicle detectors in the respective lanes
2. Entry Procedures:
- a. Normal Entry – Ticket Issuing
 - 1) Upon activation of the vehicle detector, ENS is armed and displays instructions to “push button for ticket”, or another Owner approved message.
 - 2) After button is pushed, the parking ticket is issued within 3 seconds
 - 3) After customer removes the ticket the ENS sends a signal to the barrier gate and the barrier gate rises.
 - 4) After vehicle crosses over the closing vehicle detection loop the gate closes, and the transaction data is sent to the PARCS server.
 - b. Normal Entry – Payment Card In
 - 1) Upon activation of the vehicle detector, ENS is armed and displays instructions to “push button for ticket”, or another Owner approved message.
 - 2) Customer inserts/swipes/contacts their payment card using the payment card reader and the ENS verifies that it is a valid card.
 - 3) After payment card is verified the ENS sends a signal to the barrier gate and the barrier gate rises.
 - 4) After vehicle crosses over the closing vehicle detection loop the gate closes, and the transaction data is sent to the PARCS server.
 - c. Normal Entry – Barcode In
 - 1) Upon activation of the vehicle detector, ENS is armed and displays instructions to “push button for ticket”, or another Owner approved message.
 - 2) Customer presents valid barcode (either on smart phone or printed) allowing pre-authorized entry to parking and the ENS verifies that it is a valid barcode.
 - 3) After barcode is verified the ENS sends a signal to the barrier gate and the barrier gate rises.
 - 4) After vehicle crosses over the closing vehicle detection loop the gate closes, and the transaction data is sent to the PARCS server.
 - d. Back-out Ticket Taken
 - 1) After ticket is taken by the customer and gate raises, the customer backs out of the entrance without entering the facility.

- 2) Alarm is sent to the PARCS GUI and recorded in the PARCS database.
 - 3) Ticket is invalidated in the system.
 - 4) Gate automatically closes after a user configurable timeout.
 - e. Back-out Ticket Not Taken
 - 1) After ticket is issued but before it is taken by the customer, the customer backs out of the entry lane.
 - 2) Ticket invalidated in the PARCS.
 - f. Normal Entry – ACS
 - 1) Upon activation of the vehicle detector, ACS reader is armed.
 - 2) ACS reader identifies ACS credential device in lane and searches for authorization through ACS Controller. If authorized, a signal is sent to open the gate.
 - 3) After vehicle crosses over the closing vehicle detection loop the gate closes, and the transaction data is sent to the PARCS server.
- E. Exit Station (EXS)
 1. Provide and install ENS at the public entry lanes, as indicated on the Drawings, equipped with the following components and capabilities:
 - a. Access door with appropriate tamper-resistant locking system with notification/log of door openings
 - b. Payment card capabilities as defined in the Payment Card section
 - c. Ticket verifier.
 - d. Barcode reader integrated into the face of the EXS capable of reading 1D and 2D barcodes including reading pre-printed coupons/validations and electronic barcodes displayed on mobile devices.
 - e. Integrated NFC reader.
 - f. Proximity Card Reader with a minimum read range of four inches integrated into the face of the EXS.
 - g. Push button intercom integrated into the face of the EXS
 - h. Unique EXS identifier encoded and printed on each ticket after processing
 - i. Machine readable ticket encoding that is compatible with all other PARCS components
 - j. Reads and verifies pre-paid tickets
 - k. Reads and verifies validated tickets.
 - l. Color display with minimum 5" display.
 - m. Provide selectable directional language, for a minimum of English and Spanish.
 - n. Use visual instructions for customers to understand the sequence of events to complete a transaction.
 - o. Stand-alone functionality that allows the EXS to operate independently when there is a temporary network communication failure, regardless of where the communication interruption occurs. Alarm for EXS offline condition to be displayed on the PARCS GUI.

- p. Receipt printer that is capable of producing receipts for all transactions.
 - q. Upon successful payment, print a receipt that includes:
 - 1) Owner approved header
 - 2) Transaction number
 - 3) Lane or equipment number
 - 4) Entry date/time and Exit date/time
 - 5) Parking fee
 - 6) Amount of tax for the parking fee (if applicable)
 - 7) Other fees as applicable
 - 8) Total fee paid
 - 9) Payment type
 - 10) Payment card type
 - 11) Last four digits of payment card number
 - r. User configurable for receipts to be auto issue or by request.
 - s. Receipts to be FACTA-compliant.
 - t. Receipt stock low alarm generated on the PARCS GUI
 - u. Receipt stock out alarm generated on the PARCS GUI
 - v. Interfaces with barrier gates and vehicle detectors in the respective lanes.
2. Electronic journal tape record of transactional information for each transaction processed at device. Journal record to be printable from any system workstation. Transactional information on the electronic journal includes:
- a. Date and time of transaction
 - b. PARCS device number
 - c. Sequential transaction number
 - d. Ticket number
 - e. Entry date/time and exit date/time
 - f. Transaction fee
 - g. Tax amount
 - h. Total fee
 - i. Payment method
 - j. For cash transactions, include:
 - 1) Amount tendered
 - 2) Change provided, if applicable
 - k. For payment card transactions, include:
 - 1) Payment card type
 - 2) Last 4 digits of the payment card
 - 3) Payment card authorization code
3. EXS Exit Procedures:
- a. Normal Exit – Pre-paid Ticket.

- 1) Upon activation of the EXS vehicle detector, EXS is armed and displays instructions to “please insert ticket”, or another Owner approved message.
- 2) After the pre-paid ticket is ed, the ticket information is verified, the EXS sends a signal to the barrier gate and the barrier gate rises.
- 3) After vehicle crosses over the downstream vehicle detection device the gate closes and the transaction data is sent to the PARCS server.

b. Normal Exit – Validated Ticket

- 1) Upon activation of the EXS vehicle detector, EXS is armed and displays instructions to “please insert ticket”, or another Owner approved message.
- 2) After the validated ticket is inserted or scanned, the validation is verified.
- 3) EXS sends a signal to the barrier gate and the barrier gate rises.
- 4) After vehicle crosses over the closing vehicle detection loop the gate closes and the transaction data is sent to the PARCS server.

c. Normal Exit – Unpaid Ticket

- 1) Upon activation of the EXS vehicle detector, EXS is armed and displays instructions to “please insert ticket”, or another Owner approved message.
- 2) After unpaid ticket is inserted or scanned, EXS calculates the appropriate parking fee and displays the fee due with instructions to insert payment card.
- 3) After the payment card is presented, the PARCS performs payment card authorization and the EXS display shows the message “Processing”, or another Owner approved message.
- 4) Once payment is obtained, and if payment card reader is an insert-style reader, the EXS displays instructions to remove payment card.
- 5) Card is removed and the EXS produces a receipt.
- 6) EXS displays instructions to remove receipt.
- 7) After customer removes the receipt the EXS sends a signal to the barrier gate and the barrier gate rises.
- 8) After vehicle crosses over the closing vehicle detection loop the gate closes and the transaction data is sent to the PARCS server.

d. Normal Exit – Payment Card Out

- 1) Upon activation of the EXS vehicle detector, EXS is armed and displays instructions to “please insert ticket”, or another Owner approved message.
- 2) After payment card used at entry is inserted/swiped/contacted, EXS calculates the appropriate parking fee, the PARCS performs payment card authorization, and the EXS display shows the message “Processing”, or other Owner approved message.
- 3) Once payment is obtained, and if payment card reader is insert-style, the EXS displays instructions to remove payment card.

- 4) If inserted, payment card is removed
- 5) EXS produces a receipt and displays instructions to remove receipt.
- 6) After customer removes the receipt the EXS sends a signal to the barrier gate and the barrier gate rises.
- 7) After vehicle crosses over the closing vehicle detection loop the gate closes and the transaction data is sent to the PARCS server.

e. Normal Exit – Barcode Out

- 1) Upon activation of the vehicle detector, EXS is armed and displays instructions to “please insert ticket”, or another Owner approved message.
- 2) Customer presents valid barcode (either on smart phone or printed) allowing pre-authorized exit to parking and the EXS verifies that it is a valid barcode.
- 3) After barcode is verified the EXS sends a signal to the barrier gate and the barrier gate rises.
- 4) After vehicle crosses over the closing vehicle detection loop the gate closes, and the transaction data is sent to the PARCS server.

f. Invalid Payment Card Presented for Payment

- 1) After the parking fee is displayed, an invalid payment card is presented and the display shows the fee due and the appropriate message while processing.
- 2) Once authorization is declined, the payment card is returned and the message “Card Not Accepted”, or other Owner approved message, is displayed along with the fee due.
- 3) Once the customer presents a valid payment card for payment, the transaction continues as a normal exit transaction.

g. Lost Ticket Transaction

- 1) The customer pushes the intercom button and informs the operator that they have lost their ticket.
- 2) The operator activates a lost ticket transaction from the workstation. The correct fee is calculated and displayed on the EXS and the transaction continues as a normal exit transaction.
- 3) An exception ticket is generated for the lost ticket and retained for audit purposes.

h. Unreadable Ticket Transaction

- 1) Ticket is inserted or scanned into the ticket verifier and the ticket cannot be read and is returned through the ticket slot. The message “Ticket Unreadable”, or other Owner approved message, is displayed.
- 2) The customer pushes the intercom button and informs the operator that they have an issue with their ticket.

- 3) The operator activates a lost ticket transaction from the workstation. The correct fee is calculated and displayed on the EXS and the transaction continues as a normal exit transaction.
- 4) An exception ticket is generated for the lost ticket and retained for audit purposes.

i. Normal Exit – ACS

- 1) Upon activation of the vehicle detector, ACS reader is armed.
- 2) ACS reader identifies ACS credential device in lane and searches for authorization through ACS Controller. If authorized, a signal is sent to open the gate.

F. Pay-on-Foot Station (POF)

1. Independently and in concert with server, read ticket data to determine ticket validity, payment due and any encoded validation.
2. If payment is due, display amount due and request payment.
 - a. Accept payment card as outlined in Payment Card section.
 - b. For cash and payment card POF machines, accept U.S. paper money in any combination of one, five, ten and twenty dollar denominations.
 - c. Include a separate safe or vault with banknote acceptor for cash POF.
 - d. Dispense change using highest denominations possible for cash POF.
 - e. Cash payments must be held in escrow and same inserted bills must be returned if transaction cancelled.
3. Upon receipt of payment, issue machine encoded ticket, with programmable grace period.
4. Provide concise instruction with pictograms where appropriate for user-friendly operation.
5. Provide clear, audible instructions to patron throughout transaction process, selectable language, minimum of English and Spanish
6. Include high security lock system with appropriate alarm contacts for tampering.
7. Capable of maintaining a minimum processing rate, including typical patron delays, of 100 cash transactions per hour.
8. Operational Description
 - a. Patron inserts or scans ticket into POF.
 - b. For valid tickets, fee is displayed. Patron uses any of the payment methods based on machine type. Change is returned to patron if needed or payment card transaction is processed.
 - c. Amount paid, transaction number and other data are printed on ticket in readable form and encoded on ticket. All data is sent to server.
 - d. Patron is advised audibly and visually to take ticket and proceed to vehicular exit.
 - e. Receipts are issued only upon patron request for all transactions.
 - f. If POF cannot read ticket or it is otherwise identified as an exception transaction an alarm is generated, ticket is returned to patron, and a visual

message advises patron that transaction cannot be processed and to press intercom for assistance.

G. Intercom Subsystem

1. Provide and install a video enabled intercom system for two-way communication between the PARCS field devices at all entry and exit lanes and POF stations, to a centralized location designated by the Owner.
2. Fully digital, microprocessor based, modular design using VoIP (Voice over Internet Protocol).
3. Programming server for all intercom features performed through networked workstation or from staff intercom station.
4. Programmed configuration of intercom stations and system features stored in non-volatile memory.
5. System includes all software and hardware required for programming system, including:
 - a. Individually programmable volume control for each intercom station.
 - b. Substations programmed to call staff intercom station.
 - c. Call forwarding feature for individual stations or all stations to re-direct calls to another designated staff intercom station or designated phone number, including mobile phone.
6. Staff intercom station desktop model with full color LED display and noise cancelling microphone designed for high-noise environment. Required features:
 - a. Provide full-duplex hands-free conversation with any other selected individual station or combination of stations in system.
 - b. Integrated amplifier and loudspeaker.
 - c. Firmware/feature upgrades available via download through intercom server with no local modification on station required.
 - d. High sensitive microphone to provide clear conversation from a minimum range of 5 ft.
 - e. Intercom station directory panel with direct access, pre-programmable function menus, selectable language, and adjustable display contrast.
 - f. "Handset function" enabling user to switch from loud-speaking microphone operation to handset mode.
7. PARCS field device intercom substation requirements:
 - a. Provide push button intercoms at all public entry lanes, public exit lanes, APMS, and inside parking booths.
 - b. Integrated pinhole camera activated when intercom engaged. Video feed available to staff intercom station(s).
 - c. Microphone, loudspeaker, and in-use LED all housed in one unit with configurable front pushbutton control.
 - d. DSP technology to provide full speaker/microphone supervision and fully adjustable (volume/timing threshold programmable via intercom server) audio monitoring.

H. Barrier Gate (BG)

1. Provide and install Barrier Gates (BG) at all entry and exit lanes, speed ramp and helix lanes, as indicated on the Drawings.
2. All gates referenced in this specification section shall contain the following:
 - a. Non-wood gate arm; bottom of arm padded.
 - b. Electronically controlled rebound feature.
 - c. Typical gate arm and length of 10 feet, determined by lane.
 - d. LED light strip for gates with variable colors based on gate action/position.
 - e. Single piece gate arm or articulated as required by height limitations
3. BG shall have enough power/resistance to ensure they cannot manually be forced open.
4. Gate controllers with the following features and functionalities:
 - a. Microprocessor controlled and communication of gate status and functions to the PARCS workstations.
 - b. Directional logic with electronic outputs to alarms, counters and to report atypical lane activity to PARCS.
 - c. Ability to test gate operability and controller programming on-site without use of special diagnostic equipment.
 - d. "AUTO-MANUAL" switch, and "ON-OFF" switch for gate.
 - e. Contains power supplies, dust-proof relays, and other circuit components to control gate.
 - f. Receive inputs from the ENS, CT, or EXS and open after receiving the appropriate signal and close after the vehicle passes over the closing loop.
 - g. Receive commands from the PARCS workstations for remote opening and closing of the BG.
5. Gates installed at all lanes shall fail to either the closed or open position in an event there is a power failure and the UPS is no longer able to provide sufficient power to operate the lane based Owners preference.

I. Control Gate Restrictions:

1. Provide signage warning and prohibiting pedestrians and motorcycles from utilizing control gate as a means of ingress or egress to the facility.
2. Locate along approach route of the automated gate and/or affix to both sides of the control gate arm.
3. Incorporate both text and graphics to convey the hazards of ignoring.

J. Vehicle Detection Device

1. Detect vehicular presence, legal entry, legal exit, illegal exit, illegal entry, and back-out.
2. Each public entry and exit lane contains two or three vehicle detection devices.
3. If detection device is a loop detector, the below apply:
 - a. Loop detectors shall be dual channel detectors.

- b. Provide two channel pulse and presence outputs.
 - c. Provide separate, momentary contact closures upon detection of a vehicle, along with continuous contact closures during the period that the vehicle is detected.
 - d. Loop detectors shall contain two fully separate, self-tuning, vehicle loop detectors and directional logic circuitry.
 - e. Incorporate a sensitive tailgate recognition system capable of resolving two automobiles within six inches of each other on a standard 2.5 ft x 6 ft loop.
 - f. Loop detectors shall each have adjustable sensitivity modes.
 - g. Loop detectors shall generate two loop frequencies. No two frequencies shall be the same to minimize the possibility of detector crosstalk or interference between two detector loops mounted within close proximity. Detectors generating an identical frequency are unacceptable.
- 4. Different sensitivity settings shall allow vehicles of varying height and size to be properly detected.
- 5. Vehicle detectors shall be fully microprocessor-based.
- K. Pre-formed inductive loops
 - 1. Construction drawings from 2007 indicate that inductive loops were embedded in the garage when it was constructed in 2007.
 - 2. The vendor may decide to use those loops or cut new loops at their discretion.
 - 3. In either case, the detector loops will need to be included in the warranty.
- L. Cut-In Inductive Loops
 - 1. Cut-into paving surface and filled with manufacturer's approved sealant.
 - 2. Be formed by three to four turns of 20-gauge/16-gauge XLPE single-conductor wire.
 - 3. No splices are permitted.
 - 4. Contain loop leads:
 - a. Limited to a length of 30 feet
 - b. Have a four-twist minimum per foot and located at a minimum of 18 inches from electrical power lines
 - c. Be contained in separate conduit to prevent interference from electrical signals
 - d. Light in color (White, Red, or Orange) for presence loop
 - e. Dark in color (Black, Blue, or Green) for safety loop
 - f. Light in color (White, Red, or Orange) for secondary presence loop (if applicable)
 - g. Dark in color (Black, Blue, or Green) for down-stream loop (if applicable)
 - 5. 20-gauge XLPE single conductor wire:
 - a. #20 AWG multi-strand copper wire
 - b. 0.040" Nominal XLPE (cross-linked polyethylene) Insulation
 - c. 0.120 Nominal O.D. for use in 1/8" saw cuts
 - d. Only used in Concrete drive lanes

6. 16-gauge XLPE single conductor wire:
 - a. #16 AWG multi-strand copper wire
 - b. .080" Nominal XLPE (cross-linked polyethylene) Insulation
 - c. 0.220" Nominal O.D. for use in 1/4" saw cuts
 - d. Used in Concrete or Asphalt drive lanes
7. Backer Rod:
 - a. Closed cell polyethylene foam
 - b. Installed prior to sealing saw cuts
 - c. Holds loop wires and lead-in wire securely in saw cuts
 - d. Prevents wires from floating to surface when sealant is applied
 - e. Use 2" piece in at least every 2' of saw cut
 - f. Used in concrete or asphalt
 - g. 0.375" Nominal O.D. for use in 1/8" saw cut
 - h. 0.500" Nominal O.D. for use in 1/4" saw cut

M. Reversible Lane Function: (if applicable)

1. Reversible Lane shall be in either entry mode or exit mode
2. Entry/Exit mode to be controlled automatically via FMS
 - a. Mode change is programmable at certain times to operate automatically
 - b. Programmable times can be updated/changed via FMS by user – no service technician needed
 - c. Mode can be over-ridden by FMS control center via simple drop-down menu
 - 1) If lane is in entry mode, the lane can be reversed to exit mode by FMS control center
 - 2) Mode of reversing lane will go back to automatic control at next pre-programmed time
 - 3) No manual intervention will be required to return to fully automatic reversing lane control
3. Entry/Exit mode will not change until the lane is clear of vehicle presence
 - a. If mode is changed automatically by FMS or manually over-ridden by control center and a vehicle is present on any of that lane's presence or safety loop, the lane controller will not change mode.
 - b. Once that lane's inductive loops are cleared of vehicles the entry/exit mode will automatically update.
 - c. No line of sight will be required for safe operation of automatic reversal of lane.

N. Roving Cashier Function

1. Proximity card with pre-loaded cash value to allow roving cashier to assist patron in payment card only lane with only cash.

2. Upon payment of cash for parking, proximity card will activate the gate with the parking fee deducted from the pre-loaded proximity card.
3. System to track Pre-loaded card and produce an activity report to balance out the cashier at the end of the shift.
4. Remaining value plus the collected cash equals the original pre-loaded value.

O. Validation System

1. Web-Based Validation System Post Ticket

- a. Authorized issuer logs into a password protected account via computer, smartphone, or another web-enabled device.
- b. Customer's ticket number is entered or ticket is scanned via handheld, desktop, and/or wall-mount scanner (hardware included with system).
- c. Validation is selected as a cash value, time value, or a rate change.
- d. Multiple validations can be applied to the same ticket.
- e. Software tracks and stores user ID, ticket number and validation amount for billing purposes.
- f. Validation billing software can calculate and prepare monthly invoices.

2. Web-Based Chaser Ticket (Follow-up Validation)

- a. Authorized issuer logs into a password protected account via computer, smartphone, or another web-enabled device.
 - 1) Printable on authorized user's workstation printer.
 - 2) Ability to send an electronic barcode via mail, email, or text.
 - 3) Single ticket or bulk volume for events.
- b. Customer inserts or scans entry ticket into EXS.
- c. After fee is displayed, user inserts or scans validation.
- d. Software tracks and stores User ID, ticket number, date/time of entry and exit, and validation amount for billing purposes.
- e. Validation billing software can calculate and prepare monthly invoices.

3. Advance Creation Entry/Exit Validation Passes

- a. Authorized user logs into the system to create custom validation pass.
- b. Type of pass can be single day, multi day, single use, or multi use.
- c. Valid entry and/or exit date and time can be selected.
- d. Ability to print on paper or send an electronic barcode via mail, email, or text.
- e. Pass can be scanned at entry and exit device; no ticket is needed.
- f. Software tracks and stores validation pass data for reporting purposes.
- g. Validation billing software can calculate and prepare monthly invoices.

P. Proximity Card Access System

1. Passive credential design capable of being read within 6 inches of reader.
2. Read and process credential within one second of presentation to reader.

3. Checking protocol that identifies multiple reads of same card within a few seconds (due to users “waving” card in front of reader), correcting false anti-passback reads.
4. Owner designated individuals shall be able to use the system for ingress and egress to/from the parking facilities at designated locations.
5. Authorized PARCS users shall have the ability to view and program proximity card privileges and access rules.
6. Provide the Owner with the appropriate tools to program and/or encode proximity cards from one or multiple PARCS workstations.
7. Proximity cards with a mill thickness equal to that of a standard payment card.
8. Anti-passback capabilities that can be turned on or off at the Owner’s discretion for individual users, groups of users, or entire system.
9. Report the occupancy of proximity card customers in real-time.
10. Provide configurable user group parameters and rules that are accessible and changeable by the Owner on any of the PARCS workstations. Software code changes shall not be required to edit user group parameters and rules.
11. User groups and individuals within the user groups will each have the capability of being assigned access privileges based upon, date, day of week, time of day, or any combination thereof.
12. Upon reading the proximity card the display window will provide a welcoming or thank you message to include the users name and company (programmable message).

Q. LPR System Capabilities and Integration with PARCS

1. The LPR system consists of all hardware and software necessary to provide a complete and functional LPR system that achieves the Owner’s required functionality and accuracy, and that does not adversely affect any function of the PARCS.
2. Provide an LPR subsystem that is fully integrated into the PARCS, including tying the OCR (Optical Character Recognition) captured at entry to the unique ticket identification or other entry credential information, such as registered monthly parker license plate, for every transaction. Should the entry information need to be obtained at an exit station to process the transaction (i.e., lost ticket, unreadable, etc.), both the OCR and ticket is to be removed from their respective active inventories once the vehicle has exited.
3. Provide software with separately adjustable retention periods for LPR images and OCR text. Retention or discarding of either data type has no effect on the remaining data record if separate retention periods are kept. Data is purged after the retention period. Provide a retention period at least as short as one day and at least as long as 180 days.
4. Provide standards-based capability to receive text license plate characters from external sources through API that can be used for alerting purposes through System’s existing software-based alerting methods.

R. LPR CAMERAS Furnish and install image capture cameras including any lights or shade canopies necessary at all public entry and exit lanes to provide system functionality in any amount of ambient light.

2. Provide theft deterrent and vandal resistant housings and fasteners for lane equipment.

3. Determine the exact location of each device, subject to Owner approval.
4. Entry images to be pre-capture, meaning that the cameras are placed such that a vehicle's license plate is photographed before the parking credential has been issued or accepted by the entry/exit device.
5. Preferred method of illumination for license plate capture is a combination of infrared and natural/white light. If Contractor believes white light illumination is not required, Contractor is to explain the reason for this.
6. Provide protection for LPR cameras from passing vehicles.

S. LPR Image Review Workstation (IRW)

1. IRWs to be provided by the Owner, with all necessary LPR software installed by the Contractor. It is acceptable for the IRW to be the same workstation as is used for the PARCS administration and reporting.
2. Provide an operator with the ability to review and correct LPR data and manage LPR exception transactions at the entries and exits.
3. Automatically send correction and exception transactions to the first available IRW and remove the exception from all system workstations after it has been successfully resolved.
4. Capability of reviewing and correcting entry images after the fact; that is after the vehicle has entered the parking facility. No time limit is to be stipulated for after the fact entry lane OCR correction, therefore, entry lane corrections can be made during off-peak transaction processing time.

T. LPR System Performance Requirements

1. Acquire an image of a vehicle's entire license plate at a 99.5 percent (99.5%) or higher rate for all non-exception vehicles as defined within this section. The intent of the 99.5% capture rate is to have a visual record of 99.5% of all non-exception license plates entering the facility.
2. Achieve an N Factor rating of 94% meaning specifically that the LPR Subsystem is to read all license plate characters, exclusive of stacked characters, correctly ninety-four percent (94%) of the time for all non-exception vehicles as defined within this section. Missing, misread, or additional characters as determined by the LPR Subsystem is to be counted against the read accuracy. (i.e., if a license plate contains six standard characters "ABC123", then N=6. Therefore, in order for the system to achieve an N read, the system must return the license plate "ABC123" exactly.) Additional characters added before or after the license plate characters are to count against the read rate. (i.e., "1ABC123" would not constitute an N read.)
3. Achieve an N-1 Factor rating of 98% meaning specifically that the LPR Subsystem is to read all but one character, exclusive of stacked characters, correctly ninety-eight percent (98%) of the time for all non-exception vehicles as defined within this section. Missing, misread, or additional characters as determined by the LPR Subsystem are to be counted against the read accuracy. (i.e., if a license plate contains six standard characters "ABC123", then N=6. Therefore, in order for the system to achieve an N-1 read, the system must return "xBC123", "ABC12x", etc.) Additional characters added before or after the license plate count against the read rate.
4. Exception vehicles will not count against the accuracy of the LPR Subsystem. For the purposes of the LPR performance requirements an exception vehicle is defined as:

- a. Any vehicle whose license plate is obstructed, obscured, or encroached upon by a foreign object.
 - b. Oversized vehicles that have a total distance between the center of the drivers' side window and the end of the rear bumper greater than 15 feet.
 - c. Vehicles that contain excessive graphics and advertising such that it is impossible for the LPR system to determine which graphics belong to the license plate and which graphics do not.
 - d. Vehicles with no license plate, or relocated to a window and not in the OEM location.
 - e. Vehicles with temporary cardboard "Dealer Plates."
 - f. Damaged plates.
 - g. Plates from locations other than the U.S., Canada, and Mexico.
 - h. Motorcycles.
 5. Ambient lighting conditions are to have no effect on the accuracy of the LPR system regardless of the time of the day and night. Contractor to provide any necessary shading or lighting elements required to mitigate the effect of the ambient lighting conditions on the LPR system performance.
 6. Provide a means, subject to approval by the Owner, to remotely score the LPR Subsystem to ensure it meets the performance requirements. Assist the Owner in transferring images from each lane to a storage format such as CD-ROM, DVD, memory stick, or uploaded to an FTP site that can then be viewed and scored on a standalone PC by the Owner or their designated representative. Owner is to be able to select any images stored on the LPR database for scoring purposes. The Contractor to provide all software needed to test the LPR Subsystem's performance. The software is to be able to be downloadable to a standalone PC used for testing.
- U. Integrated Signage:
1. Variable Message Sign (VMS)
 - a. Provide DMS at all entrance plazas. (See Drawings) (Add/ alternate)
 - b. Monochrome 8 mm LED with variable message.
 - c. Changeable messages easily programed and controlled through GUI.
 - d. Pre-programmed messages:
 - 1) Cashier on Duty
 - 2) Closed
 - 3) Pre-paid Only
 - 4) Open
 - 5) AVI Only
 - 6) Credit Card Only
 - 7) Cash or Credit
 2. Traffic Control Sign
 - a. Provide "OPEN" or "CLOSED" LED message at each entrance.
 - b. Provide green LED arrows and red LED X's, to indicate individual lane status.
 - c. Locate per drawings.

- d. Dual LEDs in red and green to indicate lane status.
- 3. Lot Full Sign
 - a. Signs will be direct view LED type.
 - b. Dual message LED signs display "OPEN" or "FULL" at garage entrance. (see drawing for locations)
 - c. Dual LED in Red and Green to indicate garage parking availability.
 - d. Controlled automatically by PARCS software or via manual override.
 - e. Minimum 7"x18" overall, with minimum character height of 3.5".
 - f. Mounted as indicated on drawings.

2.7 SOURCE QUALITY CONTROL

A. Internal Contractor Tests

- 1. All equipment to have successfully passed formal manufacturing tests and quality assurance inspections to validate compliance with these functional specifications prior to the start of installation. Records for formal internal Contractor testing and inspection for performance, materials quality and/or workmanship to be maintained by the Contractor and made available if requested by the Owner prior to the start of installation or at any point during the execution of the Contract.
- 2. Have readily available proof of product reliability analysis and testing should reliability become a problem at any time from the beginning of installation testing through the final operational test period.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Site Verification of Conditions: Verify all existing conditions in the field prior to implementation. In the event that conditions in the field are different from the conditions described and shown in the Drawings, the Contractor shall notify the Owner in writing of the exact differences and shall inform the Owner in writing of any implications the differences have on the project.
- B. Examine location of all equipment and office equipment to determine if there are any constraints of conflicts before office equipment installation.
- C. Examine roughing-in for electrical systems to verify actual locations of connections before parking control equipment installation.
- D. Additional Wiring: Provide all additional conduit and wiring which is needed for total system performance but which was not noted on Contract Documents at no additional cost to Owner.
- E. Verify that all required PARCS conduits and wiring is properly located and installed prior to installing PARCS equipment.

- F. Verify equipment layout in accordance with manufacturer's recommendation to allow proper movement of air through and around equipment.
- G. Test, adjust and interface circuits prior to installation of PARCS equipment.
- H. Coordinate with Owner or Owner's Representative location and type of internet connection required for all external communications, i.e. payment card authorization/settlement, remote access, etc. within 30-days after award of contract.
- I. Examine substrates, areas, and conditions for compliance with requirements for installation tolerances, including equipment bases; accurate placement, pattern, and orientation of anchor bolts; critical dimensions; and other conditions affecting performance of the Work.
- J. Investigate adequacy and quality of electrical power to all existing lanes, determine grounding requirements and notify Owner in writing prior to submission of shop drawings of any requirements for new power service, conduit, wiring or grounding.
- K. Investigate existing communications conduit to all existing lanes and notify Owner in writing prior to submission of shop drawings of any requirements for replacement, relocation or extension of existing conduit not already identified for replacement or relation.
- L. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Coordinate installation, staging, and power connections with various trades to ensure a coordinated effort.
- B. Attend regularly scheduled project meetings.

3.3 INSTALLATION

- A. Verify that the installation locations are prepared and ready to have the equipment installation completed. The Contractor to notify the Owner, in writing, if the Contractor finds that the installation location is not prepared for installation due to unfinished work outside of the Contractor's scope of work. The written notification to provide detail of the elements that are in need of modification in order to prepare the location for equipment installation.
- B. Proceed with installation only after unsatisfactory conditions have been remedied.
- C. Install all PARCS equipment per equipment manufacturer recommendations.
- D. Any patches, upgrades, updates, or modifications to the PARCS software during the installation period require appropriate documentation and approval before the modification is made.

- E. During installation and the warranty period, the Owner will attempt to make available to the Contractor an area to serve as an office/work area for the technicians that support the system. It is the responsibility of the on-site technicians to keep the office/work area clean and free of all hazards.
- F. PARCS System Access
 - 1. During installation, warranty, and post-warranty, real-time communication between the PARCS servers and the Contractor's software support team for supporting the system may be required. This communication will be via an Owner-provided VPN connection and will be required to go through the firewall to get onto the Owner's network to access the PARCS servers.
 - 2. Coordinate with the Owner to obtain VPN access to the Owner network and set up user accounts.
 - 3. Each individual accessing the Owner network is required to have an account. Group accounts are prohibited.

3.4 FIELD QUALITY CONTROL/ACCEPTANCE TESTING

- A. Lane Acceptance Test (LAT)
 - 1. Conduct LATs as a demonstration to the Owner or its representatives that the installed equipment complies with the Contract, the Contractor's product data, and to other documentation, such as user manuals.
 - 2. When a PARCS equipment location installation has been completed, the Contractor shall conduct its internal testing of the installed equipment. Internal testing shall follow the identical LAT test procedures that shall be used during LATs observed by the Owner.
 - 3. Upon successful completion of the Contractor's test, the Contractor and the Owner will perform the LAT to verify performance. The LAT shall only be observed by the Owner after a fully completed and signed test script verifying successful completion of the Contractor's internal lane testing is submitted. Signed internal test scripts shall be submitted at least one calendar day prior to the scheduled test with the Owner.
 - 4. LATs shall be conducted for each PARCS entry lane, exit lane, PIL, and POF and shall include tests of PARCS equipment and software. The Contractor shall not activate the system for service until all LATs have been successfully completed for each lane or device and the Owner has notified the Contractor that it is ready to put the equipment into operation.
 - 5. The Contractor shall provide test procedure documents for LATs as part of the Test Plan in accordance to the submittal guidelines. LAT Test Procedures Documents shall be provided for each count location type and test procedures shall include the following sections:
 - a. Narrative describing the general procedures to be followed;
 - b. Definition of all minor and major deviation types;
 - c. Checklist of all items necessary to conduct the test (e.g. PARCS devices included in the test, consumables, validations, payment cards for payments, vehicles, etc.);

- d. Checklist for the components of each PARCS equipment location;
 - e. Signature page for all LAT participants' signatures;
 - f. Step by step instructions for testing each functionality;
 - g. Tests for verifying the reporting requirements;
 - h. Area within each test section to denote "pass" or "fail"; and
 - i. Section for listing and describing test deviations.
6. The Contractor shall provide all ancillary items necessary to complete the LATs for testing purposes. In addition, the Contractor shall make available sufficient personnel to perform the LAT in an efficient and timely manner.
 7. The LAT shall be considered successfully completed when all components have passed their respective test procedures and all test documents have been signed by the Owner and Contractor. Minor deviations resulting in the creation of punch list items shall not be considered grounds for failure of the overall LAT. Major deviations found during the LAT shall result in the retest of the lane or device. The Contractor shall agree to credit the Owner from its total contract value for any travel and/or labor costs incurred by the Owner or its representatives as a result of additional effort required to retest failed devices.
 8. Minor deviations are any failure that does not affect system functionality, fee calculation accuracy, transaction count accuracy, exception count accuracy, active ticket inventory accuracy (system vs. actual), transaction processing, payment card processing, calculations, or report accuracy.
 9. Major deviations are any failures that affect system functionality, fee calculation accuracy, transaction count accuracy, exception count accuracy, active ticket inventory accuracy (system vs. actual), transaction processing, payment card processing, calculations, or report accuracy.

B. Operational Demonstration Test (ODT)

1. The ODT shall be comprised of all equipment, systems, and subsystems performing under actual conditions, e.g., Customer use, normal activity recording, and reporting procedures. This ODT shall demonstrate, over a period of 30 consecutive calendar days, the successful performance of all aspects of the PARCS.
2. During the ODT only routine maintenance procedures, as defined by the preventative maintenance procedures manual and according to industry standards, shall be permitted. All other maintenance procedures shall be approved in writing by the Owner before they are performed; otherwise, they shall constitute a failure of the ODT and a mandatory restart.
3. The Owner reserves the right to be present for all maintenance services during the ODT.
4. For purposes of the ODT, a subsystem is defined to be any one of the following:
 - a. PARCS Application Software
 - b. Data Communication System
 - c. PARCS Entry Lanes
 - d. PARCS Exit Lane
 - e. POFs
 - f. Proximity Card Access System
 - g. Intercom System

h. PARCS Reporting System

5. The ODT shall begin after successful completion of all LATs on a date mutually selected and agreed to in writing by the Owner and the Contractor at a time designated by the Owner. The ODT monitors system performance of the entire system operating as a single unit. The Contractor shall submit an ODT test document as part of their Test Plan in accordance with the submittal requirements. ODT test documents are intended to outline procedures for monitoring the overall performance of the PARCS and shall not include test procedures for individual components. The ODT test documents shall include:
 - a. Narrative describing the general procedures to be followed
 - b. Methodology for calculation of downtime and accuracy for the various PARCS components
 - c. Electronic tracking document to be used during the ODT period for documenting failures and downtime
6. The ODT shall continue for 30 consecutive 24-hour periods during which all the performance criteria, stated below, shall have been met. If during the 30-day period the system fails to meet any one of the following specified performance criteria, the test shall begin anew on a day agreed upon by the Owner and the Contractor. The Contractor shall agree to credit the Owner from its total contract value for any travel and/or labor costs incurred by the Owner as a result of retesting the system.
7. The performance criteria for successful completion of the ODT shall include:
 - a. No individual subsystem shall be operationally unavailable for four or more hours cumulative during the 30-day test period.
 - b. No individual subsystem shall be operationally unavailable for more than two consecutive hours.
 - c. If any single component fails more than once during the 30-day period for the same reason, it shall be replaced upon the second failure with a newly manufactured component of the same type and the test shall continue.
 - d. No component of a given type shall fail more than three times during the 30-day test period for the same reason. Upon the fourth failure all components of that type shall be replaced or modified to correct the common deficiency, and the test shall be restarted from the beginning.
8. In addition to the PARCS reports generated during the ODT, the Contractor shall provide to the Owner a one-page summary report that clearly provides the overall percentage of system downtime and causes of that down time.
9. The Contractor shall provide to the Owner a corrective action report that provides a detailed description of each failure that occurs during the ODT. The corrective action report shall include the type of failure, why the failure occurred, what was done to remedy the failure, and whether or not the failure resulted in a restart of the ODT.
10. A subsystem shall be considered unavailable as long as any major component of the subsystem is not functioning.
11. An inoperative subsystem shall not be deemed unavailable if it has become inoperative because of:

- a. Outage of line power beyond required duration of UPS power backup
 - b. Malicious damage or vandalism to a component(s) by employees, customers or others
 - c. Network connectivity issues beyond the PARCS
 - d. PARCS failures due to issues and/or failures outside of the Contractor's control
 - e. Failures caused by a 3rd party
 - f. Act of God
12. Should a failure occur in the system that is caused by normal hardware failure, it shall be repaired and the test resumed with downtime accrued. Where the failure causes inadequate test data to be collected or a loss of test data, then the test shall be restarted from a point where it can be successfully completed with data to verify compliance with the Contract and the test procedures document.
13. If the system "crashes" during a test, then the test shall be stopped. "Crash" is defined as a failure in which the PARCS cannot properly process vehicles or record transactions. The Contractor shall analyze the cause of the system "crash," document the cause in a system problem report, responsively repair the flaw, and document the repair in a corrective action report.
14. Where corrective action impacts delivered documentation, the documentation shall be corrected prior to Final System Acceptance.
15. Upon formal written approval of the corrective action report by the Owner, testing may continue if a problem has been encountered as long as the Contractor can clearly demonstrate that the failure is associated only with one function of the system, corrective action has been taken to remedy the failure, and the corrective action shall not impact other areas of the system.
16. Where the system does not perform a function or incorrectly performs the function but the system does not crash, testing may continue, as long as the function is corrected and all of the following conditions are met:
 - a. the functionality of processing vehicles and recording transactions works properly according to the Contract
 - b. no personnel, vehicle or driver safety issues exist
 - c. PARCS applications continue to function normally
 - d. failure does not cause loss or contamination of data
 - e. all reports are 100% accurate.
17. Where the above criteria are not met, the test shall be stopped and corrective action taken and verified prior to testing restart.
18. During the test, the continued availability of the system shall be demonstrated. Where a failure occurs that causes data loss, system instability (crash), and/or contamination of the data and the database, the Contractor shall immediately correct the problem. Testing shall continue until a consecutive 30-day period of stable operation is achieved. Stability is defined as the proper functioning of the PARCS with a failure having no impact on the continued system operation or on the integrity of data.

C. Punch List

1. Starting with the beginning of installation through Final System Acceptance, the Contractor shall submit a document on a weekly basis showing the status of all outstanding system issues, regardless of severity, including the plan for resolution and estimated completion date.
2. All deviations noted during acceptance testing shall be recorded on the Punch List.

D. Final System Acceptance

1. Final System Acceptance will be submitted by the Owner, in writing to the Contractor, upon successful completion of all acceptance tests, and upon verification by the Owner of complete resolution of all outstanding items on the Punch List.

3.5 INSTRUCTION AND TRAINING

- A. By means of instructional classes augmented by individual instruction as necessary, the Contractor shall fully instruct the Owner's designated staff in the operation, adjustment, and maintenance of all products, equipment, and systems.
- B. Coordinate scheduling of instruction and training classes with Owner to avoid conflicts and peak-period personnel demands. Submit a proposed instruction schedule at a joint meeting conducted prior to equipment installation. Owner will tentatively approve or suggest changes to the training schedule at that time.
- C. Submit an outline of the instruction material and approximate duration of the session. Ample time shall be allotted within each session for the Contractor to fully describe and demonstrate all aspects of the PARCS, and allow Owner personnel to have hands-on experience with the PARCS.
- D. All instruction courses to consist of classroom instruction and actual "hands-on" experience. Classes to be set up in a room designated by the Owner. Provide one instructor for the duration of each program.
- E. The instructor shall speak fluent English in a clear and precise manner.
- F. The class material shall include schematics, as well as an overview and descriptions of the equipment.
- G. The Contractor shall provide all documentation required for instructing Owner personnel. The Owner retains the right to copy training materials as frequently as required for ongoing internal use only.
- H. An instructional notebook or user's manual shall accompany every instruction course. The Contractor shall submit a hardcopy of the user's manual per the submittal guidelines. In addition, all manuals (instruction and maintenance) shall be submitted in electronic format (.PDF) on a CD-ROM or DVD. The user's manuals shall be written in common English with appropriate photos, diagrams, and schematics to supplement the text.
- I. Training classes to be provided for the following groups:
 1. Supervisors

2. System Administrators
3. Accounting/Audit
4. Maintenance Staff

3.6 EQUIPMENT PROTECTION

- A. All above ground equipment components installed near drive aisles shall be protected from damage by vehicular movements by protective bollards or other barriers as recommended by the Contractor. Contractor is responsible for final bollard location to ensure installed bollard does not prevent access to the PARCS devices or interfere with the travel path of PARCS access doors.
- B. Each above ground island-mounted device shall be protected by one or more bollards.

END OF SECTION 11 12 26

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**SCHEDULE 3
PRICE SHEET**

Note this is identical to Attachment B in the Hardware Agreement

Town of Jackson WY Anticipated Billing Schedule for Attachment B			
Approximate Date	Item	Anticipated Invoice Amount	Source
Year 1 - within 30 days of contract signing (est February 2025)	Deposit: 50% of equipment	\$ 88,640.50	50% of: \$169,281 Project Total from bid + \$8000 for 4 UPS units
Year 1 - within 30 days of equipment delivery (est March 2025))	Outstanding equipment (50% remainder) and SaaS payment	\$ 97,440.50	Remaining equipment plus SaaS after delivery; \$8800 is SaaS price all years
Year 2 - within 30 days of contract anniversary (est January 2026)	Annual SaaS payment, 50%	\$ 4,400.00	\$8800 SaaS, 50%
Year 2 - within 6 months of contract anniversary (est July 2026)	Annual SaaS payment, 50% remainder	\$ 4,400.00	\$8800 SaaS, 50%
Years 3 through end of equipment life; semi-annual payments billed in January and July.	SaaS and Warranty payments in 50% installments	\$ 9,456.00	Two payments per year of SaaS and Warranty; Warranty Years 3-4, \$10,112; years 4-8 \$11,123
Any additional costs including Contractor or approved subcontractor maintenance will be approved in writing prior to the work commencing			
Credit card processing fees will be determined and paid through the processor or SKIDATA per a final decision. The Town requires weekly remittance of fees.			



Town of Jackson WY | Millward - Simpson Parking Garage
Parking Access and Revenue Control System

Price Proposal Form

SUMMARY

PARCS HARDWARE

Lane Equipment M-S Parking Garage	\$	85,618
Head-End Systems	\$	19,046
Spare Parts	\$	12,365

PARCS HARDWARE SUBTOTAL \$ 117,029

SOFTWARE, INTERFACES AND INTEGRATIONS

Software	\$	3,254
Integrations and Interfaces	\$	-

PARCS SOFTWARE, INTERFACES AND INTEGRATIONS SUBTOTAL \$ 3,254

CONSUMABLES AND SERVICES

Consumables (Tickets, Receipts, etc.)	\$	2,519
Services (Design, Installation, Project Management, etc.)	\$	46,479

CONSUMABLES AND SERVICES SUBTOTAL \$ 48,998

PROJECT SUBTOTAL \$ 169,281

November 27, 2024 Uninterruptible Power Supply request, 4 units @ \$2000 per **\$8,000** Year 1 only

Year 1 total \$ 177,281

RECURRING FEES

Post-Warranty Maintenance - Year 1	\$	-
Post-Warranty Maintenance - Year 2	\$	-
Post-Warranty Maintenance - Year 3	\$	10,112
Post-Warranty Maintenance - Year 4	\$	10,112
Post-Warranty Maintenance - Year 5	\$	11,123
Post-Warranty Maintenance - Year 6	\$	11,123
Post-Warranty Maintenance - Year 7	\$	11,123
Post-Warranty Maintenance - Year 8	\$	11,123
Recurring Fees	\$	8,800

All years

Estimated Annual Fees - Transactions (Assuming 30 per month)

	Year 1	Year 2	Year 3
PSP CC Fees *	\$ 960.00	\$ 960.00	\$ 960.00
SaaS Subscription	\$ 8,800.00	\$ 8,800.00	\$ 8,800.00
Post Warranty-Maint	Included	Included	\$ 10,112.00
Total	\$ 9,760.00	\$ 9,760.00	\$ 20,873.00

*Your current acquiring bank fees are not included in these estimates.



Town of Jackson WY | Millward - Simpson Parking Garage
Parking Access and Revenue Control System

Price Proposal Form

Lowertown

Item	Cost			Comments
Parking Access and Revenue Control System	Quantity	Unit Cost	Extension	<i>Quantities as required for complete system.</i>
Entry Station	2	\$ 9,636	\$ 19,272	includes RFID reader, Top lane signal
Exit Station	2	\$ 9,902	\$ 19,803	includes RFID reader, Top lane signal, EMV/NFC Combo Reader
Barrier Gate	4	\$ 7,913	\$ 31,653	traffic control signal included
LPR Cameras	4	\$ 3,396	\$ 13,583	
Protective Bollards		\$ 511	\$ -	2 Straight/ 2 offset
Lot Full Sign	2	\$ 654	\$ 1,307	
		\$ -	\$ -	
		\$ -	\$ -	
Lane Equipment Subtotal:			\$ 85,618	



Town of Jackson WY | Millward - Simpson Parking Garage Parking Access and Revenue Control System

Price Proposal Form

HEAD END SYSTEMS AND SPARE PARTS HARDWARE

Item	Cost			Comments
Head-End Systems	Quantity	Unit Cost	Extension	Quantities as required for complete system
VoIP Intercom Server	1	\$ 2,660	\$ 2,660	Requires Netowrk or POTS line to dial out
Intercom Master Station	1	\$ 851	\$ 851	
SKIDATA Local Processing	1	\$ 15,535	\$ 15,535	network switch, server, workstation
		\$ -	\$ -	
[additional items]		\$ -	\$ -	
		\$ -	\$ -	
		\$ -	\$ -	
Head-End Systems Subtotal:			\$ 19,046	
Spare Parts	Quantity	Unit Cost	Extension	
1 Coder Basic	1	\$ 1,907	\$ 1,907	ticket printer at entry
2 Receipt Printer	1	\$ 1,249	\$ 1,249	exit receipt printer
3 Gate Bolts	50	\$ 13	\$ 625	barrier gate breakaway bolts
4 RGB folding Arms	2	\$ 3,448	\$ 6,896	illuminated available at half cost
5 Digital Display	1	\$ 575	\$ 575	touchscreen display on columns
6 QR scanner	1	\$ 1,113	\$ 1,113	ticket scanner/ QR scanner
7	0	\$ -	\$ -	
8	0	\$ -	\$ -	
9	0	\$ -	\$ -	
10	0	\$ -	\$ -	
11	0	\$ -	\$ -	
12	0	\$ -	\$ -	
13	0	\$ -	\$ -	
14	0	\$ -	\$ -	
15	0	\$ -	\$ -	
16	0	\$ -	\$ -	
17	0	\$ -	\$ -	
18	0	\$ -	\$ -	
19	0	\$ -	\$ -	
20	0	\$ -	\$ -	
21	0	\$ -	\$ -	
22	0	\$ -	\$ -	
23	0	\$ -	\$ -	
24	0	\$ -	\$ -	
25	0	\$ -	\$ -	
26	0	\$ -	\$ -	
27	0	\$ -	\$ -	
28	0	\$ -	\$ -	
29	0	\$ -	\$ -	
30	0	\$ -	\$ -	
Spare Parts Subtotal:			\$ 12,365	



Town of Jackson WY | Millward - Simpson Parking Garage
Parking Access and Revenue Control System

Price Proposal Form

SOFTWARE, INTEGRATIONS, AND INTERFACES

Item	Cost			Comments
Software	Quantity	Unit Cost	Extension	<i>Quantities as required for complete system</i>
Mobility Suite - Premium	4	\$ -	\$ -	Included in Services Annual reoccurring Fee
SKIDATA eCommerce Solution (reservations, pay-per-use, subscriptions)	0	\$ -	\$ -	Included with mobility suite premium
SKIDATA Parker Management (online self-management contract parkers)	0	\$ -	\$ -	Included with mobility suite premium
	0	\$ -	\$ -	
SKIDATA Anti-Virus (entire system)	1	\$ -	\$ -	Included in Services Annual reoccurring Fee
3rd party Licenses	1	\$ 3,254	\$ 3,254	CC Activation fee/ LPR Activation fee
	0	\$ -	\$ -	
Software Subtotal:			\$ 3,254	
Integrations and Interfaces	Quantity	Unit Cost	Extension	
E-ticketing	1	\$ -	\$ -	included with mobility suite premium
Online Validations	1	\$ -	\$ -	included with mobility suite premium
Cloud control center	1	\$ -	\$ -	included with mobility suite premium
Mobile Pay	1	\$ -	\$ -	included with mobility suite premium
3rd party ready reservations	1	\$ -	\$ -	included with mobility suite premium
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
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	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
Integrations and Interfaces Subtotal:			\$ -	



Town of Jackson WY | Millward - Simpson Parking Garage
Parking Access and Revenue Control System

Price Proposal Form

CONSUMABLES, SERVICES AND RECURRING FEES

Item	Cost			Comments
	Quantity	Unit Cost	Extension	
Consumables				
Tickets	100000	\$0.01	\$896.00	
Receipts	100000	\$0.01	\$525.00	
Proximity Cards	500	\$1.68	\$840.00	
Gate Arm bolts	15	\$12.50	\$187.50	
SKIDATA Cleaning Kit	1	\$70.00	\$70.00	SKIDATA Coder Cleaning Kit, cleaning cards
Consumables Subtotal:			\$ 2,519	
Services				
	Quantity	Unit Cost	Extension	
Design Coordination	1	\$ -	\$ -	Included
Installation	1	\$ 6,000	\$ 6,000	
Project Management	1	\$ 6,000	\$ 6,000	
Mobilization	0	\$ -	\$ -	Included
Bonding	0	\$ -	\$ -	N/A
Training	1	\$ 2,400	\$ 2,400	
Lane Acceptance Testing	0	\$ -	\$ -	
Final System Operational Testing -30 day	0	\$ -	\$ -	
Local Storage facility	0	\$ -	\$ -	
Freight	1	\$ 7,874	\$ 7,874	
Warranty	0	\$ -	\$ -	
Sub-Contractor-1 [installation/ electrical/ low voltage]	1	\$ 22,765	\$ 22,765	
Sub-Contractor-2 [Describe]	0	\$ -	\$ -	
Sub-Contractor-3 [Describe]	0	\$ -	\$ -	
Travel	1	\$ 1,440	\$ 1,440	
Services Subtotal:			\$ 46,479	



Town of Jackson WY | Millward - Simpson Parking Garage
Parking Access and Revenue Control System

Price Proposal Form

WARRANTY/POST-WARRANTY MAINTENANCE

Service Position	Cost	Comments
WARRANTY HOURLY SERVICE RATES	Hourly Service Rate	<i>For non-warranty service</i>
Hardware Technician	\$ 194	
Network Engineer	\$ 223	
Server Engineer	\$ 223	
Software Engineer	\$ 223	
Database Engineer	\$ 223	
Travel Fee	\$ 150	per visit
POST-WARRANTY MAINTENANCE HOURLY SERVICE RATES	Hourly Service Rate	
Hardware Technician	\$ 194	
Network Engineer	\$ 223	
Server Engineer	\$ 223	
Software Engineer	\$ 223	
Database Engineer	\$ 223	
Travel Fee	\$ 150	per visit
POST-WARRANTY MAINTENANCE (YEARS 2-9)	Annual Cost	
Year 1	\$ -	Included
Year 2	\$ -	Included
Year 3	\$ 10,112	Extended Plan Coverage
Year 4	\$ 10,112	Extended Plan Coverage
Year 5	\$ 11,123	Extended Plan Coverage
Year 6	\$ 11,123	Extended Plan Coverage
Year 7	\$ 11,123	Extended Plan Coverage
Year 8	\$ 11,123	Extended Plan Coverage



Town of Jackson WY | Millward - Simpson Parking Garage
Parking Access and Revenue Control System

Price Proposal Form

ALTERNATE BID ITEMS

Item	Cost			Comments
Hardware	Quantity	Unit Cost	Extension	
Variable Message Signs (VMS)	2	\$ 11,600	\$ 23,200	installation included
Loops	8	\$ 450	\$ 3,600	if loops are not in working order
Software/Third Party Applications	Quantity	Unit Cost	Extension	
[additional items]	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	
	0	\$ -	\$ -	

STAFF REPORT



Meeting Date:	18 February 2025	Meeting Title:	Town Council Regular
Submitting Department:	Public Works	Presenter:	Floren Poliseo
Agenda Item:	Ordinance R: New Rate for Commercial Water Filling Station – third reading	Public Comment:	yes

Purpose & Policy Considerations.

The purpose of this item is for Council to hold the third and final reading of an Ordinance updating water rates.

Requested Action.

Staff requests that Council conduct the third reading of Ordinance R.

Recommendations.

Staff recommends approval and adoption of Ordinance R on third reading.

Background.

In accordance with Wyoming State Statute, Title 13 includes water rates the Town charges its customers.

At the January 21, 2025 Regular Town Council Meeting, staff presented information to Council recommending amending the Jackson Municipal Code by Ordinance to add a rate charge for the commercial water filling station that the Town maintains. Council approved Ordinance R on first reading at that meeting, and on second reading at the February 3, 2025 Regular Town Council Meeting.

Analysis & Key Policy Questions.

Please refer to the attached staff report.

Possible Alternatives.

Please refer to the attached staff report.

Comprehensive Plan & Priority Alignment.

Please refer to the attached staff report.

Fiscal Impact.

Please refer to the attached staff report.

Staff Impact.

Please refer to the attached staff report.

Attachments or Links.

Staff report for Ordinance R – first reading, from the January 21, 2025 meeting agenda packet.

Suggested Motion.

I move to approve Ordinance R on third reading and designate it Ordinance 1436.

STAFF REPORT



Meeting Date:	21 January 2025	Meeting Title:	Town Council Regular
Submitting Department:	Public Works	Presenter:	Floren Poliseo
Agenda Item:	Ordinance R: New Rate for Commercial Water Filling Station – first reading	Public Comment:	yes

Purpose & Policy Considerations.

The purpose of this item is for Council to codify a rate for commercial water use, as approved by Council during the Fiscal Year 2025 budget adoption process.

Requested Action.

Staff requests that Council review a draft Ordinance for the water rate.

Recommendations.

Staff recommends that Council approve and adopt the Ordinance.

Background.

Public Works has maintained a bulk potable water filling station for commercial and municipal use for at least 20 years. Initially this water was provided for free, and Public Works began charging for the water based on metered withdrawal about 10 years ago. Currently, a user must pay an annual base fee of \$125.16 to have an account, then subsequently add funds to that account which are drawn down each time they use the filling station at a cost of \$2.16 per 1,000 gallons. The current rate has been charged for water at this filling station since 2018 and was not reviewed or updated with the Town's 2021 Rate Study.

Public Works maintains a license with the software system that enables user login and account charges for metered water drawn. This software requires an annual subscription/service fee of about \$1,000 and a software upgrade every 7-10 years at a cost of about \$15,000. Public Works also maintains the physical asset components of the water filling station, as well as the assets, materials, and staff needed to produce the potable water supply to this station. Staff conducted a cost analysis to assess the actual cost of providing water at this station and determined we are not fully recovering our operating and maintenance costs.

Analysis & Key Policy Questions.

- Does Council agree with staff's recommendation to charge customers enough to fully recover costs of operating the filling station?

Currently the Water Utility is subsidizing the service, as it has since its inception. Public Works has indicated that it will begin charging higher rates for the service this year, but without formal documentation of this policy (i.e., an Ordinance) the Town is vulnerable to inconsistent practices and disputes.

- Does Council agree with staff's recommendation to charge Town water filling uses to the Town Departments/Divisions using it?

Historically the Town has not paid for its own equipment filling. In 2023 the Town used nearly 387,000 gallons of water that was not billed to itself, shorting the Water Utility some cost recovery. This also represents a portion of the clean water that the Town produces and distributes that was not billed. By charging itself for municipal water usage, the Town can more accurately account for known uses of supplied water and help close the current gap between water produced and water billed.

- Does Council still agree with staff's proposed rates?

In the FY25 budget planning process, these proposed rates were approved/adopted by Council:

- \$10 per 1,000 gallons for non-Town uses
- \$5.85 per 1,000 gallons for Town self-charged uses

At the time, the non-residential rate was \$2.43 per 1,000 gallons and the irrigation only rate was \$3.17 per 1,000 gallons. Currently for in-Town customers, the residential rates are tiered ranging from \$0 (under 2,000 gallons used) to \$8.46 (over 100,000 gallons used), and the irrigation only rate ranges from \$0 to \$3.17, all per 1,000 gallons. These customers are also charged a monthly base fee depending on their meter size, ranging from \$12.59 (3/4" meter) to \$474.33 (8" meter).

Possible Alternatives.

Council may choose one of the following actions:

1. Approve adopting the Ordinance as presented
2. Direct staff to modify the Ordinance, related to who is being charged or the rate being charged
3. Take no action or vote against the Ordinance – staff would continue to operate and bill as we choose without a formally documented policy
4. Direct staff otherwise

Comprehensive Plan & Priority Alignment.

Being able to sustain provision of potable water to the community aligns with Quality of Life: Common Value 3, Chapter 8 (Quality Community Service Provision). The vision of this chapter is to *"Timely, efficiently and safely deliver quality services and facilities in a fiscally responsible and coordinated manner."*

Fiscal Impact.

Staff estimates the annual revenue from the recommended charges at approximately \$5,000. Over time, this would enable the Water Utility to fully recover its costs to produce the water used and operate and maintain the filling station and associated software.

In 2023 Town water uses from the filling station would have cost about \$835 (based on the \$2.16 per 1,000 gallons rate). As stated in the Analysis Section of this report, the Town has not historically paid for its uses, so this represents the amount of missed revenue in 2023. Revenues earned from the filling station that year for non-Town uses totaled about \$1,200.

Staff Impact.

PW Department Administration and Water Divisions, and Legal Department contributed a total of approximately 10 hours to assess costs, compile the new fee recommendation for FY25, draft a new Ordinance, and produce this Staff Report and associated materials.

Attachments or Links.

Ordinance R

Suggested Motion.

I move to approve Ordinance R upon first reading.

ORDINANCE R

AN ORDINANCE AMENDING TITLE 13, UTILITIES, CHAPTER 13.04, WATER SYSTEM, SECTION 13.04.300, WATER RATES, OF THE MUNICIPAL CODE OF THE TOWN OF JACKSON.

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

SECTION I.

Section 13.04.300 of the Municipal Code of the Town of Jackson is hereby amended as follows:

13.04.300 Water rates.

- A. . . .
- B. . . .
- C. Water sold from the Commercial Filling Station located on Snow King Avenue shall include charges according to the following fee schedule. An account with the Town is required, and pre-payment of an initial fee, in order to access this water supply.

User Charges	
Type of User	\$/1,000 gallons
Non-Town User (private, commercial, nonprofit, other government agencies, quasi-government organizations)	\$10.00
Town of Jackson User (its agents, contractors)	\$5.85

~~C.~~D. . . .

(Ord. ____ § I, 2025; Ord. 1358 § I, 2023; Ord. 1319 § I, 2022; Ord. 1271 § 1, 2020; Res. 8-19, 2018; Res. 17-03, 2017; Res. 14-02, 2014; Res. 13-22, 2013; Ord. 1039 § 1, 2013; Ord. 1018 § 1, 2013; Ord. 1008 § 1, 2012; Ord. 999 § 1, 2012; Res. 11-12, 2011; Ord. 992 § 1, 2011; Res. 10-24, 2010; Res. 09-29, 2009; Ord. 935 § 1, 2009; Ord. 866 § 1, 2008; Ord. 833 § 1, 2006; Ord. 804 § 1, 2005; Ord. 743 § 2, 2003; Ord. 664 § 18, 2000; Ord. 588 § 1, 1996; Ord. 551 § 1, 1996; Ord. 539 § 1, 1996; Ord. 479 § 1, 1994; Ord. 381 § 1, 1988; Ord. 370 § 1, 1987; Ord. 270 § 2, 1980; Ord. 97A § 2, 1972; Ord. 97 § 30, 1966).

SECTION II.

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

SECTION III.

If any section, subsection, sentence, clause, phrase, or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed as a

separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of the ordinance.

SECTION IV.

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

PASSED 1ST READING THE _____ DAY OF _____, 2025.

PASSED 2ND READING THE _____ DAY OF _____, 2025.

PASSED AND APPROVED THE _____ DAY OF _____, 2025.

TOWN OF JACKSON

BY: _____

Arne Jorgensen, Mayor

ATTEST:

BY: _____

Riley Hovorka, Town Clerk

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

I hereby certify that the foregoing Ordinance No. was duly published in the Jackson Hole News and Guide, a newspaper of general circulation published in the Town of Jackson, Wyoming, on the _____ day of _____, 2025.

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

Riley Hovorka, Town Clerk

STAFF REPORT



Meeting Date:	February 18, 2025	Meeting Title:	Regular
Submitting Department:	Legal	Presenter:	Lea Colasuonno
Agenda Item:	Franchise Renewal: Curbside Recycling	Public Comment:	Yes

Purpose & Policy Considerations.

The purpose of this item is for Council to consider entering a new franchise agreement with Jackson Curbside Recycling for the collection and disposition of recyclables within the Town.

Requested Action.

Staff requests Council review and consider the draft recyclables collection and disposition franchise agreement between the Town and Jackson Curbside Recycling.

Recommendations.

Staff recommends Council approve the recyclables collection and disposition franchise agreement between the Town and Jackson Curbside Recycling as presented in this staff report.

Background.

Jackson Curbside Recycling has had a franchise with the Town for many years for the collection and disposition of recyclables and would like to continue providing services in the Town. The current franchise expires in April 2025, thus necessitating a new agreement be reached. A draft franchise agreement is attached to this staff report setting forth the mutually agreeable terms and conditions between the parties.

Analysis & Key Policy Questions.

Highlights of the franchise agreement include:

- ✓ The term will be 5 years.
- ✓ An updated, more modern definition of Compostable/Recyclable Materials.
- ✓ The addition of authorization to collect Construction/Demolition Waste, as some of this waste may be able to be diverted.
- ✓ The franchise fee is unchanged - 2% (two percent) of gross revenues per year.
- ✓ The franchise fee shall be paid quarterly within thirty (30) days of the close of the quarter.

Possible Alternatives.

Council could choose to:

1. Direct the Town Attorney to negotiate different terms or conditions or add a term or condition;
2. Not contract with Jackson Curbside Recycling for the collection and disposition of recycling within the Town.

Comprehensive Plan & Priority Alignment.

More convenient recycling helps the Town of Jackson to achieve its waste diversion goals.

Fiscal Impact.

Entering the contract with Jackson Curbside Recycling is, generally, revenue neutral, as this party has been a franchisee and entering the new franchise agreement would result in continuation of the current payments being made to the Town and would be at the same rate. If Jackson Curbside Recycling increases its gross revenues, whether by increasing its existing business of recyclables or adding the collection and recycling of Construction/Demolition Waste, the amount of money collected by the Town will increase, as the franchise fee is set as a percentage of the company's gross revenues.

Should the Town Council elect not to enter this franchise agreement, the Town would suffer a revenue loss of, roughly, \$4,000 per year.

Staff Impact.

The staff impact of this item was mostly felt in the Legal Department and consisted of roughly 7 hours of negotiation and contract drafting. Additionally, it required, roughly, 1 hour of the Town Clerk's time to produce this draft agreement and staff report.

Attachments or Links.

Ordinance S

Suggested Motion.

I move to approve Ordinance S, an ordinance granting a franchise agreement to Jackson Curbside Recycling, on first reading.

ORDINANCE S

AN ORDINANCE GRANTING JACKSON CURBSIDE, INC., A FRANCHISE FOR THE COLLECTION AND DISPOSITION OF RECYCLABLE REFUSE AND COMPOSTABLE MATERIALS AND FOR CONSTRUCTION / DEMOLITION WASTE FOR THE PURPOSE OF REDUCING IMPACTS ON WASTE HAULING AND LANDFILL OPERATIONS AND SUPPORTING RECYCLING EFFORTS; PROVIDING THE RIGHTS AND LIABILITIES THEREUNDER; AND ESTABLISHING AN EFFECTIVE DATE.

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

SECTION I.

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

FINDINGS

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

- A. Grantee's technical ability, financial condition, legal qualifications, and character were considered and approved in a full public proceeding after due notice and a reasonable opportunity to be heard;
- B. Grantee's plans for operating the franchise were considered and found adequate and feasible in a full public proceeding after due notice and a reasonable opportunity to be heard;
- C. The franchise granted to Grantee by the Town complies with the existing applicable laws and regulations;
- D. Grantee has substantially complied with the material terms of the current Franchise under applicable laws; and
- E. The Franchise granted to Grantee is nonexclusive.

Paragraph 1. Grant of Authority. There is hereby granted to Jackson Curbside Inc., hereinafter referred to as Grantee, the permission, right, privilege, and non-exclusive franchise subject to the terms and conditions as set forth in this franchise agreement ("Franchise") and the applicable laws of the State of Wyoming, to collect and dispose of recyclable refuse and compostable materials and construction / demolition waste, as those terms are defined in Paragraph 4 hereof, within the corporate limits of the Town of Jackson, as they now are or may hereafter be.

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

Paragraph 3. Collection and Disposition. Grantee promises and agrees with the said Town that it will for the period of five (5) years immediately from and after the passage of this Ordinance, collect recyclable refuse and compostable materials in the said Town and transport or cause the same to be transported in accordance with the law and the ordinances of said Town to a recycling facility and/or composting facility, to pay all costs and charges therefore, and to insure its proper storage in a manner which will not become a nuisance or offensive to surrounding properties. Grantee also promises and agrees that for Construction / Demolition Waste Teton County Integrated Solid Waste and Recycling Center and / or Teton Transfer Station accepts for recycling, Grantee may collect such waste and cause the same to be transported in accordance with the law and the ordinances of said Town to Teton County Integrated Solid Waste and Recycling Center and / or Teton Transfer Station for recycling purposes, to pay all costs and charges therefore, and to insure its proper storage in a manner which will not become a nuisance or offensive to surrounding properties. Service shall be

provided to all businesses and residences within the corporate limits of the Town of Jackson with frequency of collection being sufficient to prevent accumulation and spread of Collectible Materials and with hours of collection being subject to the approval of Grantor.

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

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

Together Compostable/Recyclable Materials and Construction / Demolition Waste shall hereinafter be called "Collectible Materials."

Paragraph 5. Franchise Fee. For and in consideration of the grant of the franchise and right to conduct business on the streets and alleys of the Town of Jackson as herein provided, Grantee agrees to pay a business license fee and a franchise fee of 2% (two percent) of gross revenues per year. This rate reflects the value of recycling to the Town of Jackson's waste reduction efforts. Gross revenues shall include all sums received by Grantee from accounts situated within the corporate limits of the Town of Jackson, specifically including all charges, service fees, etc., deducting there from only any State of Wyoming sales tax which may be applicable to services rendered by Grantee. Grantee shall provide to the Town of Jackson, not later than April 30 of each year (based on a fiscal year ending December 31), financial statements prepared by an accountant upon which the franchise fee shall be determined. The franchise fee due and payable pursuant to this paragraph shall be paid quarterly within thirty (30) days of the close of the quarter. The franchise fee set forth herein may be modified by the Town Council of the Town of Jackson upon thirty (30) days' notice to Grantee in the event that the cost of doing business shall increase substantially for other like franchisees.

Paragraph 6. Late Payments. In the event any payment is not received on the date due, Grantee shall pay interest on the amount due, at the prime rate charged by the bank the Franchising Authority uses as its main depository, on the date the payment was due plus three percent (3%), calculated from the date the payment was originally due until the date the Franchising Authority receives the payment. If Grantee fails to pay any sums herein specified within fifteen (15) days of being due, such failure to pay shall be treated as a default.

Paragraph 7. Books and Records. The Grantee agrees that the Franchising Authority, upon reasonable notice to the Grantee, may review and such of its books and records as are kept in the normal course of business at the Grantee's business office, during normal business hours and on a non-disruptive basis, as is reasonably necessary to ensure compliance with the terms hereof. Provided that, if the business office is not in the Town, the record must be produced to the Franchising Authority at the Town Hall, unless the parties agree to production at some other locations. Notwithstanding anything to the contrary set forth herein, the Grantee shall not be required to publicly disclose information which it reasonably deems to be proprietary or confidential in nature, absent an appropriate order of a court or agency of competent jurisdiction. The Franchising Authority agrees to treat any information disclosed by the Grantee and marked as confidential as such pending a contrary determination, and only to disclose it to employees,

representatives, agents or consultants that have a need to know and that have agreed to maintain the confidentiality of the materials in accordance with law.

Paragraph 8. Rights and Privileges. The said Town, in consideration of the foregoing promises and agreements on the part of the Grantee, hereby promises and agrees that Grantee shall have, and it is hereby given, the non-exclusive right and privilege to maintain a Collectible Materials service in the said Town for the term of this Franchise, and the right and privilege to collect, have and retain all charges and fees for such Collectible Materials collection specified in Section 17 below, subject to any and all statutes or rules and regulations of the State of Wyoming.

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

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

Paragraph 11. Indemnification. Except to the extent caused by the gross negligence or willful misconduct of Franchising Authority or its employees, Grantee agrees to indemnify, save, and hold harmless, and defend the Franchising Authority, its elected officials, employees, contractors, boards, commissions and agents, from and against any liability for damages and from any liability or claims (including judgments, decrees, court costs, and defense costs), arising out of or related in any manner to Grantee's operations within the corporate limits of the Town, the exercise of the privileges granted herein by Franchising Authority, or the acts or omissions of the Grantee, its officers, employees, contractors, or agents, related in any way to the franchise granted herein. Provided, the Franchising Authority shall give the Grantee written notice of its obligation to indemnify the Franchising Authority within fifteen (15) days of service of a claim or action subject to this Section. If Grantee assumes the defense in a timely manner, and the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority.

Paragraph 12. Liability for Expense. It is further agreed and expressly understood by both parties that in no case will the said Town, nor any officer thereof, be liable for any portion of the expense of the work aforesaid, or for any delinquency in the payment of said Collectible Materials collection fees or charges.

Paragraph 13. Termination; Right of Town to Carry on Work; Damages. It is further agreed that should Grantee fail or refuse to carry out the terms of this Franchise, the Town Council of the Town of Jackson may cancel the same thirty (30) days after receipt by Grantee of written notice of default delivered or mailed to the Grantee, unless within the said thirty (30) day period the Grantee cures the failure or refusal to comply.

Paragraph 14. Office Maintenance; Public Service. As further consideration for the execution of this Franchise, Grantee agrees that at all times during the term of this Franchise it will maintain an office and/or an answering service which shall be active during normal business hours and where a representative of Grantee may be contacted by persons desiring Collectible Materials collection services.

Paragraph 15. Assignment. It is further mutually agreed by the parties hereto that the Franchise herein granted may not be assigned without the prior written consent of the Town of Jackson.

Paragraph 16. Rates and Fees. It is further agreed that Grantee shall be and is hereby authorized to collect such rates or fees for collection of Collectible Materials as Grantee shall reasonably establish from time to time. The Town of Jackson, as Grantor, reserves the right to regulate the fees in the event the Town of Jackson shall determine in its sole discretion that a monopoly situation exists by virtue of the elimination of competition for such services within the corporate limits of the Town of Jackson, or in the event the Town shall determine, after public hearing, duly advertised with thirty (30) days' advanced notice to all franchisees holding franchises for the collection and disposal of Collectible Materials within the corporate limits of the Town of Jackson, that existing competition is ineffective in regulating rates charged by franchisees and that the best interest of the people of the Town of Jackson require that either due to lack of competition or ineffective price competition, rates charged by such franchisees have risen to unreasonable or "monopolistic" levels.

Paragraph 17. Enforcement. In the event the Franchising Authority determines that the Grantee is in default of any provision of the Franchise, the Franchising Authority may:

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

Paragraph 18. Review of Terms and Conditions. It is further agreed that the terms and conditions of this Franchise may be reviewed upon thirty (30) days written notice by either party to the other and any adjustment will not affect the validity of this Franchise.

Paragraph 19. Annexation of the Town of Jackson. Grantee and Town agree that in the event of an annexation to the Town of an area already being served by the Grantee, the additional area so annexed shall become subject to this Franchise agreement.

Paragraph 20. Pick-Up Locations. Collectible Materials pick-up shall be at the front property line, in the alley, or at the nearest possible point to the property being served, or as may otherwise be provided from time to time by Ordinance of the Town of Jackson.

Paragraph 21. Notice. Any notice, request, demand, consent, approval, or other communication required or permitted under this Agreement shall be in writing and shall be deemed duly given (i) when delivered personally to the recipient, (ii) when sent by certified mail, return receipt requested, to the address specified below, or (iii) when sent by email to the email address specified below, provided that the sender has not received a delivery failure notification. A notice sent by email shall be deemed received on the date and time the email is sent, provided that (a) the email is sent to the recipient's designated email address as set forth below, (b) the sender does not receive a bounce-back or delivery failure notification, and (c) if the notice is sent outside of normal business hours (9:00 AM to 6:00 PM on business days), the notice shall be deemed received at 9:00 AM on the following business day.

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

Town of Jackson
Town Clerk
P.O. Box 1689
150 E. Pearl Avenue
Jackson, WY 83001
Email: clerk@jacksonwy.gov

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

Jackson Curbside Inc.
Attn: Kelly French
P.O. Box 10645
Jackson, WY 83002
Email: Kelly@jacksoncurbsiderecycling.com

Either party may change its address or email address for notice purposes by providing written notice to the other party in accordance with the terms of this provision

Paragraph 22 Miscellaneous Provisions.

- A. Binding Effect. This Franchise shall be binding upon the heirs, administrators, successors, and assigns of Grantee.
- B. Severability. If any Section, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise, or any renewal or renewals thereof.
- C. Governmental Immunity. The Franchising Authority does not waive its governmental immunity by entering into this Franchise Agreement, and fully retains all immunities and defenses provided by law with respect to any action based on or arising out of this Franchise.
- D. Venue. In the event that suit shall be brought by either party, the parties agree that venue shall be exclusively vested in the state courts of the County of Teton, or, where otherwise appropriate, exclusively in the United States District Court for Wyoming.
- E. Controlling law. This Franchise is to be governed by the law of the State of Wyoming, its conflict of laws provisions excepted.
- F. Non-Waiver. Failure of Franchising Authority or Grantee to insist on strict performance of any of the conditions, covenants, terms or provisions of this Franchise or to exercise any of its rights hereunder shall not waive such rights, but either party shall have the rights to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by Grantee to Franchising Authority after a breach of this Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing.
- G. Effective Date. The effective date of this Franchise is upon the effective date as adopted by the Jackson Town Council pursuant to the provisions of applicable law.
- H. Descriptive Headings. The captions to Sections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

ACCEPTANCE OF FRANCHISE AGREEMENT

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

JACKSON CURBSIDE, INC.

TOWN OF JACKSON

Kelly L. French

Arne Jorgensen, Mayor

ATTEST:

Riley Havorka, Town Clerk

SECTION II.

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

SECTION III.

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

SECTION IV.

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

PASSED 1ST READING THE DAY OF , 2025.

PASSED 2ND READING THE ____ DAY OF ___, 2025.

PASSED 3RD READING AND APPROVED THE DAY OF , 2025.

ATTESTATION OF TOWN CLERK

STATE OF WYOMING)
) ss.
COUNTY OF TETON)

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

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

Riley Havorka, Town Clerk

MEMORANDUM

TO: Mayor and Town Council

FR: Tyler Sinclair, Town Manager

DT: February 18, 2025

RE: Town Manager's Report

Appointment to Public Art Task Force (PAT)

Per the Public Art Guidelines, Section 3 Administration, Public Art Task Force, Members and Terms: "The PAT may be comprised of up to (seven) 7 volunteer members appointed by the Mayor, who may seek advice and consent of the Town Council. The PAT should include at least one (1) senior level Town staff..." Susan Scarlata has volunteered to serve in this capacity for the Town. With approval of the Town Manager's report, she will begin a term of 3 years ending April 30, 2028.

Temporary Sign Permits

The Temporary Sign Permit for Council consideration at this meeting is:

- ✓ Jackson Hole Ski & Snowboard Club requests to hang one temporary banner at 105 Buffalo Way (Albertson's) from March 3-8, 2025, to advertise their Annual Moose Chase Nordic Ski Race for the Community (P25-006).

Staff recommends approval of this request and with the approval of the Town Manager's report, staff will issue the Temporary Sign Permit as requested.