



**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
October 24, 2024**

The Council of Park City, Utah, will hold its regular meeting in person at the Marsac Municipal Building, City Council Chambers, at 445 Marsac Avenue, Park City, Utah 84060. Meetings will also be available online and may have options to listen, watch, or participate virtually. [Click here for more information.](#)

Zoom Link: <https://us02web.zoom.us/j/83412014330>

CLOSED SESSION - 3:45 p.m.

The Council may consider a motion to enter into a closed session for specific purposes allowed under the Open and Public Meetings Act (Utah Code § 52-4-205), including to discuss the purchase, exchange, lease, or sale of real property; litigation; the character, competence, or fitness of an individual; for attorney-client communications (Utah Code section 78B-1-137); or any other lawful purpose.

REGULAR MEETING - 5:30 p.m.

I. ROLL CALL

II. PRESENTATIONS

1. Consideration to Adopt Resolution 24-2024, a Resolution Proclaiming November 2024, as Native American Heritage Month
(A) Public Input (B) Action
2. Flu Update by Summit County Health Department Deputy Health Director Kendra Babitz

III. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments

Staff Communications Reports

1. Transportation Operations Update

IV. PUBLIC INPUT (ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON THE AGENDA)

V. CONSIDERATION OF MINUTES

1. Consideration to Approve the City Council Meeting Minutes from September 26, 2024

VI. CONSENT AGENDA

1. Request to Adopt Resolution 25-2024, a Resolution Declaring November 1, 2024, as "Extra Mile Day" in Park City, Utah
2. Request to Adopt Resolution 26-2024, a Resolution Proclaiming November 2024 as Lung Cancer Awareness Month

3. Request to Authorize the City Manager to Execute a Five-Year Contract in a Form Approved by the City Attorney's Office with CleverCiti, LLC, Not to Exceed \$341,225 for New Parking Technology to Replace Existing, Non-Functional Systems from 2017

VII. NEW BUSINESS

1. Consideration to Approve Ordinance 2024-19, an Ordinance Amending Title 11-15, Park City Landscaping and Maintenance of Soil Cover, of the Municipal Code of Park City
(A) Public Hearing (B) Action
2. Resident Parking Permit Program Will Be Discussed on December 12, 2024

VIII. OLD BUSINESS

1. Kimball Art Festival Debrief and Consideration to Amend the City Services Agreement so that the City no Longer Charges \$10,000 Towards City Services and Pays \$2,000 Annually to Make Up Lost Booth Revenue for Allowing Dining Decks to Stay on Main Street at no Cost During the Festival
(A) Public Input (B) Action
2. Park Silly Sunday Market Debrief
(A) Public Input

IX. ADJOURNMENT

A majority of City Council members may meet socially after the meeting. If so, the location will be announced by the Mayor. City business will not be conducted. Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the City Recorder at 435-615-5007 at least 24 hours prior to the meeting.

***Parking is available at no charge for Council meeting attendees who park in the China Bridge parking structure.**



Resolution No. 24-2024

RESOLUTION DECLARING NOVEMBER 2024, AS NATIVE AMERICAN HERITAGE MONTH IN PARK CITY, UTAH

WHEREAS Park City, Utah, recognizes the importance of acknowledging and celebrating the rich cultural heritage and contributions of Indigenous Americans; and

WHEREAS, Native American Heritage Month observed in November, provides an opportunity to honor the history, traditions, and resilience of Indigenous Americans; and

WHEREAS we acknowledge that Summit County is situated on the ancestral lands of the Shoshone, Ute, and other Indigenous Americans. These nations have been deeply connected to this territory for generations, cultivating a rich cultural heritage and stewarding the land; and

WHEREAS it is essential to acknowledge the historical and ongoing contributions of the Shoshone, Ute and other Indigenous Americans to our society and to promote understanding and respect for their diverse cultures.

NOW, THEREFORE, be it resolved by the Park City Council that the month of November 2024 is hereby proclaimed as Native American Heritage Month in Park City, Utah;

That the Park City Council honors and acknowledges the Shoshone, Ute and Indigenous Americans and recognizes their enduring contributions to our community; and

That the Park City Council encourages all to participate in events and activities that celebrate Native American Heritage Month and to learn more about the history, culture, and traditions of Indigenous Americans.

PASSED AND ADOPTED this 24th day of October, 2024.

PARK CITY MUNICIPAL CORPORATION

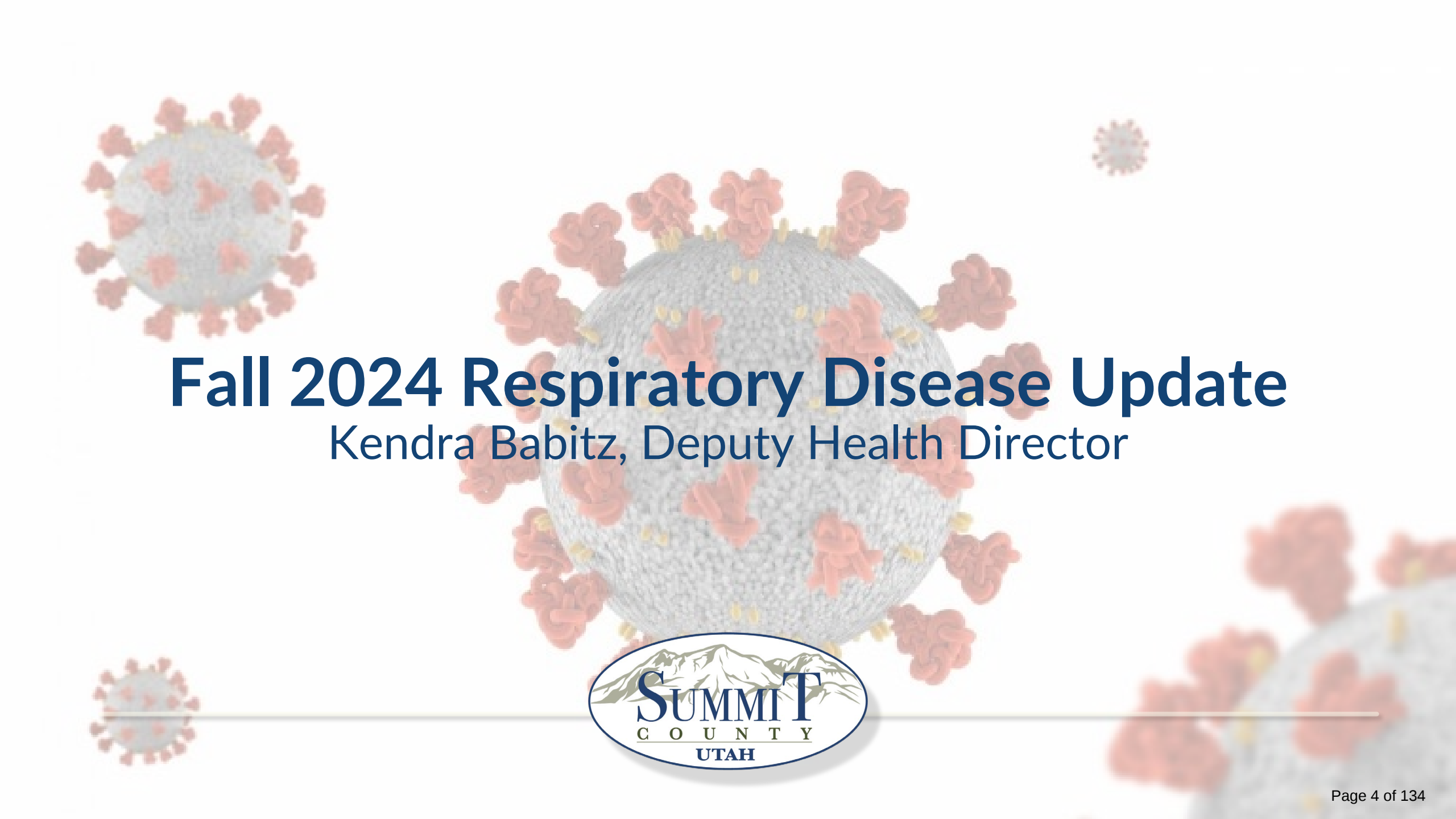
Mayor Nann Worel

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

City Attorney's Office



Fall 2024 Respiratory Disease Update

Kendra Babitz, Deputy Health Director



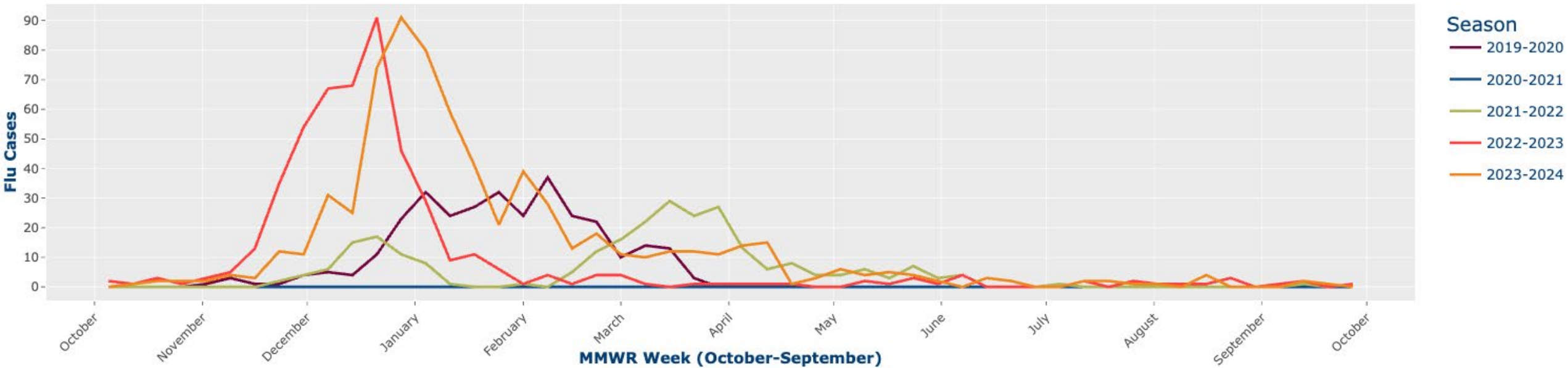
Background

- Respiratory disease year is measured from October through September of the next year. We just entered the 2024-2025 season Oct 1st.
- We are starting to see patterns of flu and RSV transmission more similar to pre-COVID years.
- Summit County, along with the rest of Utah, typically have a winter and spring wave in COVID cases which is why October is the ideal time to get vaccinated.
- We also typically see a summer wave of COVID, but not for flu or RSV.
- Follow respiratory disease updates on our data dashboard throughout the season:
 - https://www.summitcountyhealth.org/SCHD_dashboard_8.5.24.html

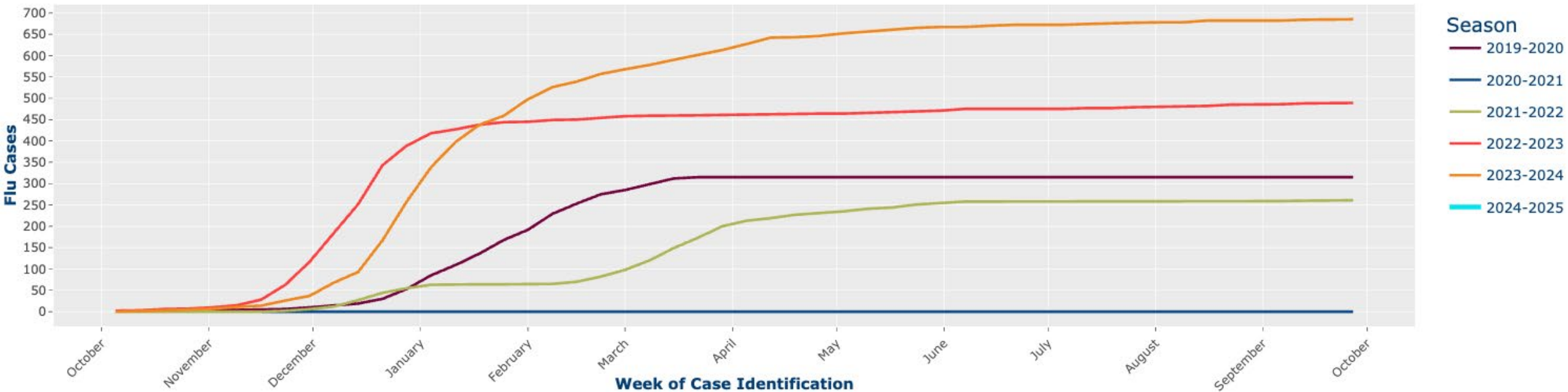


Flu

Summit County Influenza Cases by Season



Flu



Flu Vaccine

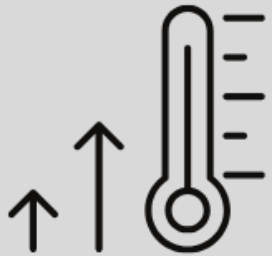
**What are
the options?**

**Who is
eligible?**

**How well do
they work?**

**When should
I get it?**

INFLUENZA



A shot that
targets 3 strains
of seasonal flu

6 months+

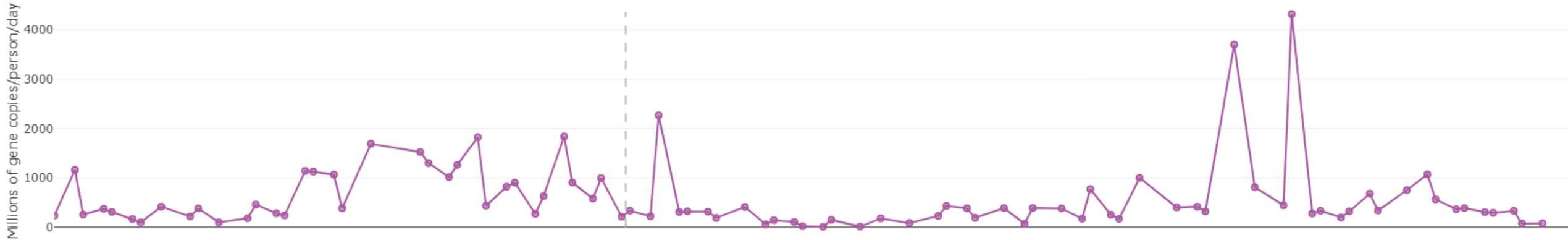
Reduces the risk
of going to the
doctor by 30-60%

October is ideal,
as vaccine
protection wanes
over a season



East Canyon Wastewater COVID

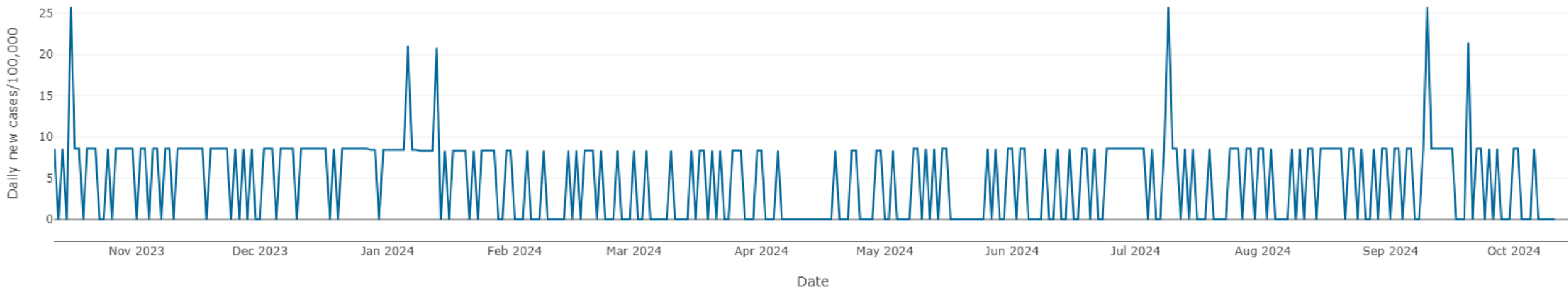
SARS-CoV-2 wastewater surveillance data



Historical concentration categories

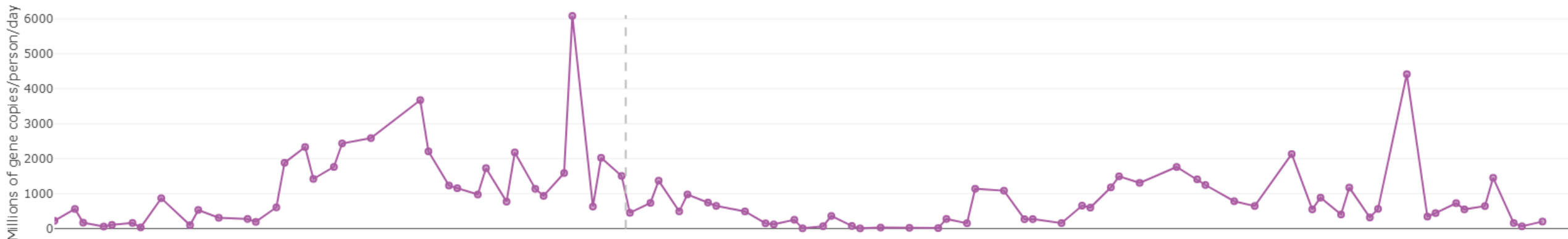


Daily case rate per 100,000 (rates based on small case counts from 1-4 are suppressed)



Silver Creek Wastewater COVID

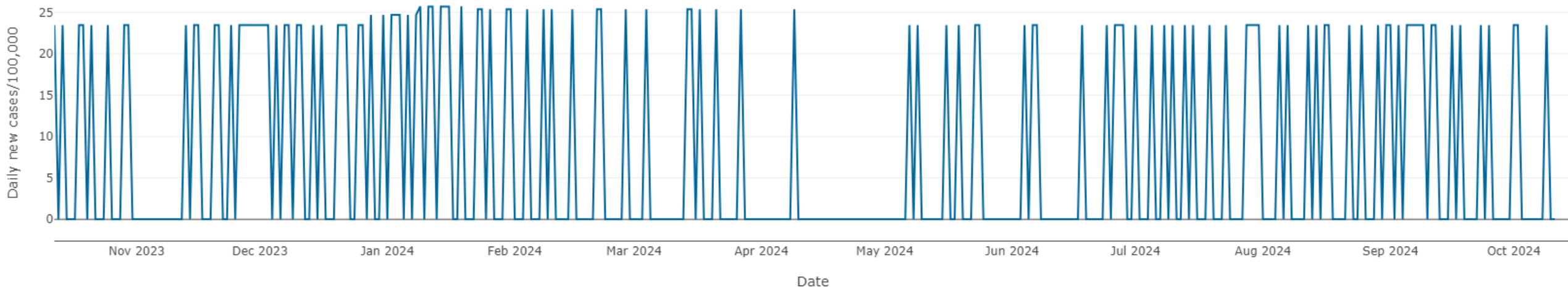
SARS-CoV-2 wastewater surveillance data



Historical concentration categories



Daily case rate per 100,000 (rates based on small case counts from 1-4 are suppressed)



COVID Vaccines

What are the options?

Who is eligible?

How well do they work?

When should I get it?

COVID-19



Updated vaccine formula targeting JN.1 or KP.2 – Omicron subvariants

Options: Moderna and Pfizer (mRNA) or Novavax (protein)

6 months+

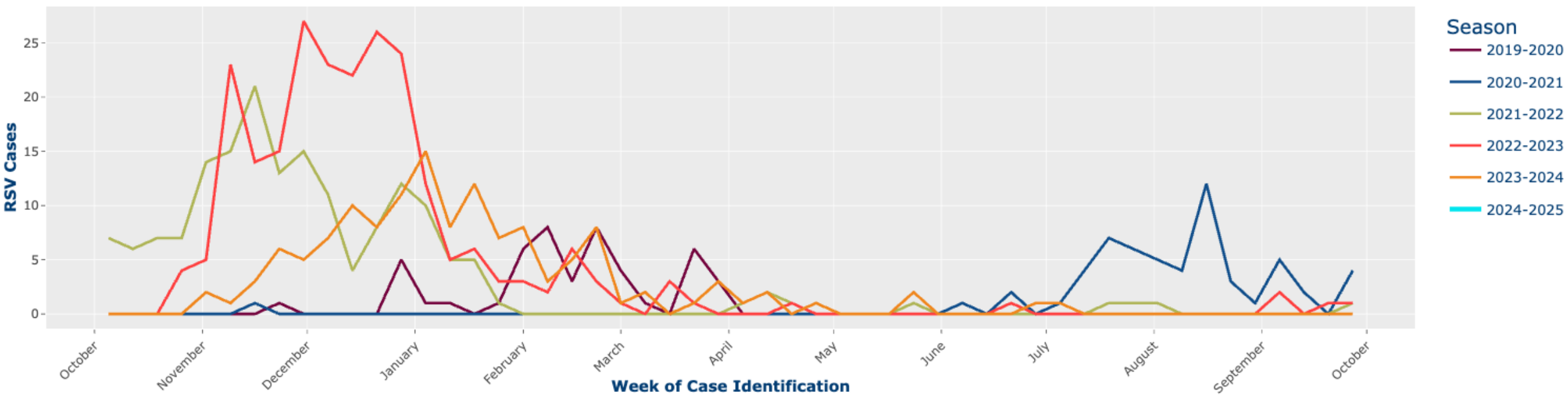
40-60% additional protection against severe disease

Protection against **severe disease**: Get now

Protection against **infection**: Best to get it right before a wave, which can be challenging to time

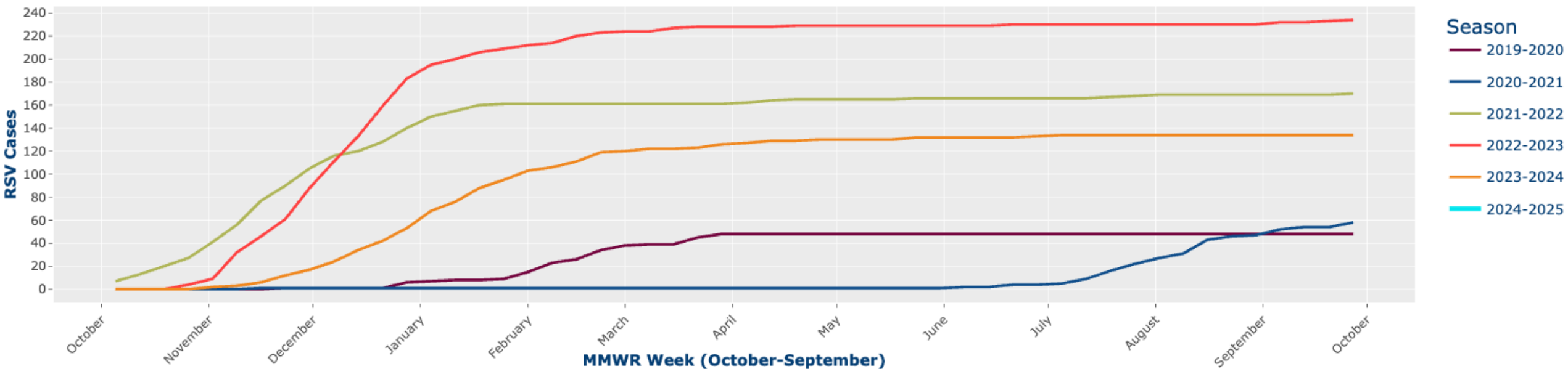
Recently infected?
Wait at least 4-6 months

RSV



RSV

Summit County Cumulative RSV Cases by Season



RSV Vaccines and Prevention

What are the options?	Who is eligible?	How well do they work?	When should I get it?
RSV (OLDER ADULTS)  3 options: GSK and Pfizer (protein) or Moderna (mRNA)	This is not an annual vaccine. If you didn't get it last year, 60-74 years "may" get it and >75 years "should"	Reduces risk of severe disease by 82-86%	Now; no need to juggle timing as protection is durable
RSV (PREGNANCY)  Pfizer's vaccine called ABRYSVO	Pregnancy (passes to baby for protection in first 6 months of life)	82% efficacy in preventing hospitalization in first 3 months of life. 69% efficacy after 6 months	32 to 36 weeks of pregnancy and only during Sept-January
RSV MONOCLONAL ANTIBODY  This is not a vaccine (doesn't teach the body to make antibodies) but rather a preventive medication (provides antibodies)	All infants <8 months if mother didn't get RSV vaccine during pregnancy. High-risk infants 8-19 months	Reduces risk of hospitalization by 80-96%	Protection lasts 4-6 months

General Prevention

- Prevention is the best measure to take entering respiratory disease season.
- Stay home when sick and until 24 hours without symptoms or medication to manage symptoms.
- Wear a mask when sick to prevent others from getting sick.
- Wash hands often for 20 seconds.
- Vaccine is the best prevention against severe disease, hospitalization, and contagiousness to others.



Vaccines

- October is the time to get your flu and COVID vaccine for maximum protection.
- Vax n' Go Drive Thru Clinics held every year the first week of October.
- Park City and health department held 2 clinics the second week of October.
- Individual appointments or mobile van clinics through the health department.
- Local pharmacy or healthcare clinic.



Health Department Vaccines

- COVID and flu vaccines available.
 - Moderna vaccine for COVID.
- We take most major insurance providers with a few exceptions.
 - University of Utah, Cigna, Humana not accepted.
- Insurance will pay for the full cost of the vaccine.
- Vaccine for uninsured individuals is available and completely free to the recipient.
- Call our front desk to make an appointment or visit one of the mobile van clinics listed on our website through the end of October.
 - 435-333-1500
 - SummitCountyHealth.org



SCAN TO TAKE THE SURVEY NOW



CHA
SUMMIT COUNTY
COMMUNITY HEALTH ASSESSMENT
2024

ESCANEA PARA LLENAR LA ENCUESTA AHORA

City Council Staff Communications Report

Subject: Transportation Operations Update

Author: Tim Sanderson, Transportation Director

Department: Transportation

Date: October 24, 2024



This report provides an overview of transportation operations for the 2024 Spring and summer seasons, including summary data from Transit, Peak Day Operations, and Parking Services, as well as Transit plans and operations for the 2024/2025 Winter season.

New Transit Routes

On July 1, 2024, Transit began operating Route 20 Tan to the Park Meadows and Royal Street communities. This new route was established to provide service to neighborhoods affected by eliminating microtransit, which did not have a fixed route service.

- 20 Tan Performance Indicators:

Month	Total Customers	Customers per Service Hour
July	920	3.4
August	987	3.6
September	719	2.8
Total	2,626	3.3

PC Transit continued to provide enhanced service during special events this season, noting a positive increase of 12% over last year.

- Special Event Ridership:

Event	2024	2023
PCSM	40,894	34,010
4 th of July	7,134	5,738
Kimball Art's Fest	21,422	22,672
Miners Day	4,461	3,504
Total	73,911	65,924

Looking Ahead

As we begin planning for the 2025 Spring/Summer season and strive for continuous improvement, several initiatives are being considered, including increasing the interface between Transit to Trails and Fixed Route Transit, which we anticipate can assist in

traffic and parking mitigation at trailheads, especially in some of our residential neighborhoods.

Performance Statistics

The following data were collected from April 1 to September 30, 2024, and reflect a more consistent data pattern from year to year.

Transit Department

PC Transit tracks various data points (ridership, reliability, paratransit service, accidents, rider, and operator feedback) to improve transit services. Data analysis enables the Transit Department to make appropriate service adjustments and provide strategic recommendations to the City Council to maintain cost, serve as many riders as possible, improve on-time performance, attract new ridership, and enhance customer service. See **Exhibit A**.

Fixed Route Service Ridership

- Spring/Summer transit ridership experienced a 6% increase this season, including an increase in Special Event ridership.
- Without an obvious driver for this ridership increase, this may indicate that our efforts with encouraging transit usage are paying dividends in changing transportation behaviors.
- Note that ridership from the 10 White is excluded, as it is now operated by High Valley Transit. See **Exhibit A-1**.

Fixed Route Reliability

- A bus is considered “on-time” if it departs a scheduled timepoint between 0 seconds early and 5 minutes late.
- PC Transit established a goal that 90% of our service would depart “on time.”
- We experienced improved reliability this summer due to reduced traffic and congestion, enhanced special events management.
- PC Transit experienced an On-Time Performance rate of 91%, representing a -1% change over 2023.
- PC Transit established a route and scheduling committee and an On-Time Performance task force to continuously improve this metric to investigate trends and provide additional solutions. Our initial concentration is to eliminate early departures, as they have the greatest impact on customer service. See **Exhibit A-2**.

Paratransit Service & On Demand

- Park City Mobility continues to provide quality and responsive ADA Paratransit services for those seeking trips beginning within Park City boundaries.
- PC Mobility’s ADA ridership increased by 14%, and On Demand service decreased by 21%, primarily due to the discontinuation of microtransit and a reduction in the service area. See **Exhibit A-3**.

Community Outreach Spring/Summer Summary

- **Ribbon Cutting for New Trolley Turnaround Event:** Coordinated the event with the community engagement team, Mayor, City Council, and residents, arranged refreshments, and promoted it through flyers and social media.
- **Bike to School (Spring/Summer Edition):** Managed event logistics, flyer design and distribution, volunteer coordination, and social media promotion.
- **Try Transit Week (Summer Event):** Planned activities like "Talk Transit with the Mayor," promoted the "Ride On" initiative, collaborated with the Chamber, and organized live music on buses.
- **Rider's Guide for Winter:** Began drafting and outlining the winter Rider's Guide.
- **Recreate 248 Project:** Supporting the project with public information efforts to engage the community.
- **Pilot Launch of 20 Tan Route:** Launched a pilot program for the 20 Tan route, which included community outreach to inform residents in Park Meadows and other neighborhoods along the route. This included emails to HOAs, A-frames along the route with a QR code linking to the route's schedule, and updates on social media and the Transit website.
- **Pride Festival Participation:** Supported Park City's and Salt Lake's Pride Festivals by promoting transit access and visibility, including adding pride decals to buses and other public displays to support the LGBTQ community.
- **Unveiling the new bus wraps event:** Ensure all logistics are in place for a successful unveiling and coordinate with the team for any necessary arrangements at Bob Wells Plaza on Monday 14th at 10:00 AM.

Peak Day Operations

Over the last several months, aside from supporting Special Event Transportation needs, Traffic Operations has been preparing for the 2024/2025 Winter Season. These preparations include:

- **Police Staffing at the Deer Valley Roundabout:** This year, we will post a police officer at the Deer Valley Drive/Marsac Roundabout to facilitate and prioritize the movement of transit buses out of the OTTC during peak egress. We are working to solidify the officer's location and procedures and hope to use Halloween as a test case.
- **UDOT Agreement for Variable Message System (VMS):** Transportation has been working with UDOT to establish a cooperative agreement allowing Park City to control the UDOT VMS boards within the municipal boundaries.
- **New VMS board for eastbound Kearns Blvd:** We have purchased an additional

mobile VMS board that will be placed on Kearns Blvd. between Buffalo Bill and Wyatt Earp to assist eastbound traffic with wayfinding for the Richardson Flat Park and Ride.

- **Peak Day Calendar:** City Departments and both ski resorts have reviewed the Peak Day Calendar. This year's calendar has 71 peak days, a five-day increase from last year. This is primarily due to adding days to the week following New Year's Day and Thanksgiving.
- **14th and 15th Street Reroutes:** Traffic at 14th and 15th Street will be rerouted on November 22nd and will run for the duration of the ski season again this year. We will conduct community outreach on October 18th. The Streets Department is also looking at some options for barriers that will allow for enhanced snow removal.
- **Deer Valley Drive Overflow:** Deer Valley Resort will continue to utilize the Deer Valley Loop for overflow street parking this year. We will enhance barricades and signage around the Fawngrove and Bristle Cone driveways, which became problematic last year.

Parking Department

Parking Services maintained a similar parking management strategy to previous spring/summer seasons, except for accommodating the Phase 1 Water Main replacement project on Main Street. As a result, paid parking was suspended from April 1 to July 1 in all parking lots. Additional enforcement coverage was also deployed to better manage parking assets throughout City-owned properties. **Exhibit B**

Main Street Business Protection

- During the suspension of free parking, 60% to 70% of vehicles parked on Main Street at any given time possessed an employee parking services permit for Flagpole or China Bridge. Employees of Main Street utilize large portions of Main Street's on-street parking spaces when paid parking is not in place.
- Overall, the utilization of Main Street and surrounding surface lots from July 1 to September 30 by paid visitors has remained nearly the same as in previous years.

Winter Route Plan

As we enter the 2024/2025 winter season, PC Transit is implementing several service revisions designed to improve system effectiveness and increase ridership:

- **Renaming Route 6 Silver to "Old Town Express"**
 - **Primary Stops:**
 - Richardson Flat Park & Ride
 - PC Heights
 - Park City High School
 - Fresh Market
 - Old Town Transit Center
 - **Peak Frequency – 40 Minutes**

- Off-Peak Frequency - 40 Minutes
- Service Span 6:45 am-11:05 pm
- Renaming the Route 7 Grey to “Park City Mountain Express”
 - Primary Stops:
 - Richardson Flat Park & Ride
 - PC Heights
 - Park City High School
 - Fresh Market
 - PC Mountain
 - *NEW Peak Frequency – 15 minutes
 - Off-Peak Frequency 30 minutes
 - Service Span 5:45 am-6:15 pm
- Renaming the Route 8 Brown to “Deer Valley Express”
 - Primary Stops:
 - Richardson Flat Park & Ride
 - PC Heights
 - Bonanza
 - Deer Valley Snowpark
 - *NEW The route will be modified to bypass OTTC in both directions
 - *NEW Peak Frequency – 15 minutes
 - Off-Peak Frequency 30 minutes
 - Service Span 5:45 am-6:15 pm

The remainder of the system will experience minor timing changes to improve reliability and reflect changing conditions and customer volume. None of these changes will affect service levels.

Funding

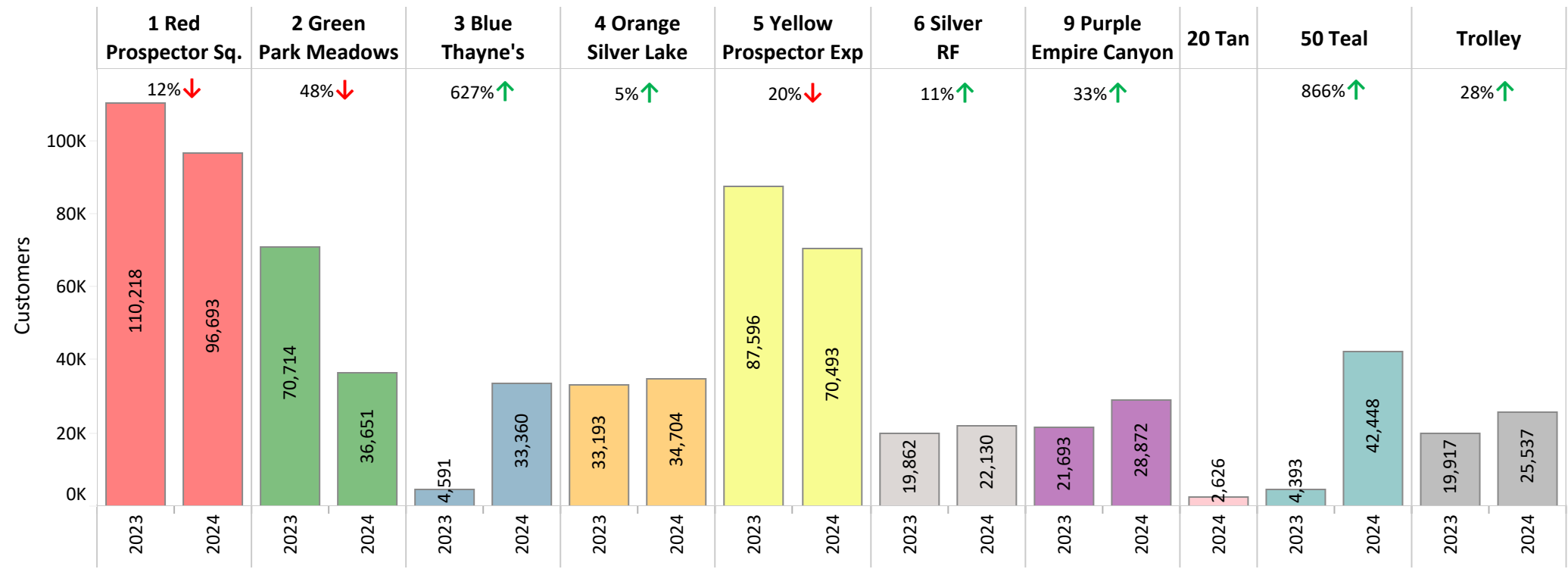
A \$150,000 contribution from Deer Valley and Park City Mountain Resort will continue to provide additional funding for the Richardson Flat Resort express routes. As discussed with the City Council in the Spring, the remaining expenses will be covered by the savings from the former microtransit pilot program budget.

We estimate the seasonal service expansions noted above will cost an additional \$200K on an annual basis.

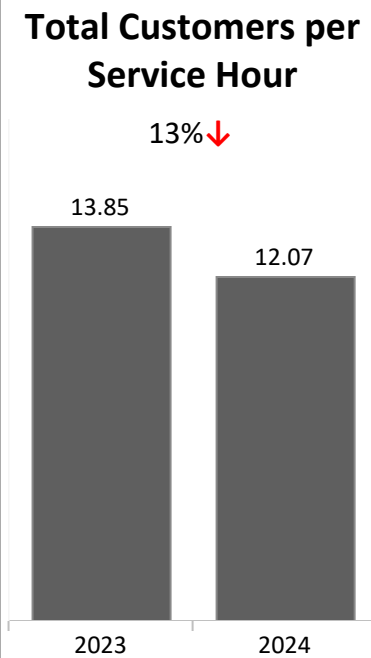
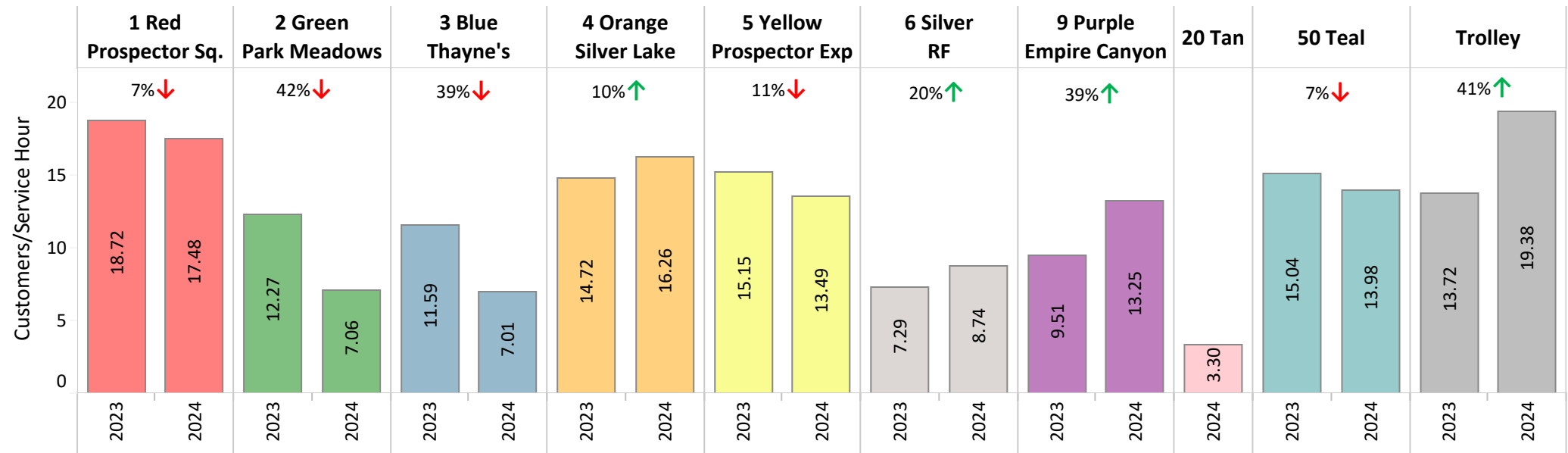
Exhibit A: 2024/25 Summer Transit Statistics

Exhibit B: 2024/25 Summer Parking Operations

Park City Transit Ridership Report - Spring & Summer 2024



Park City Transit Customers per Service Hour - Spring & Summer 2024

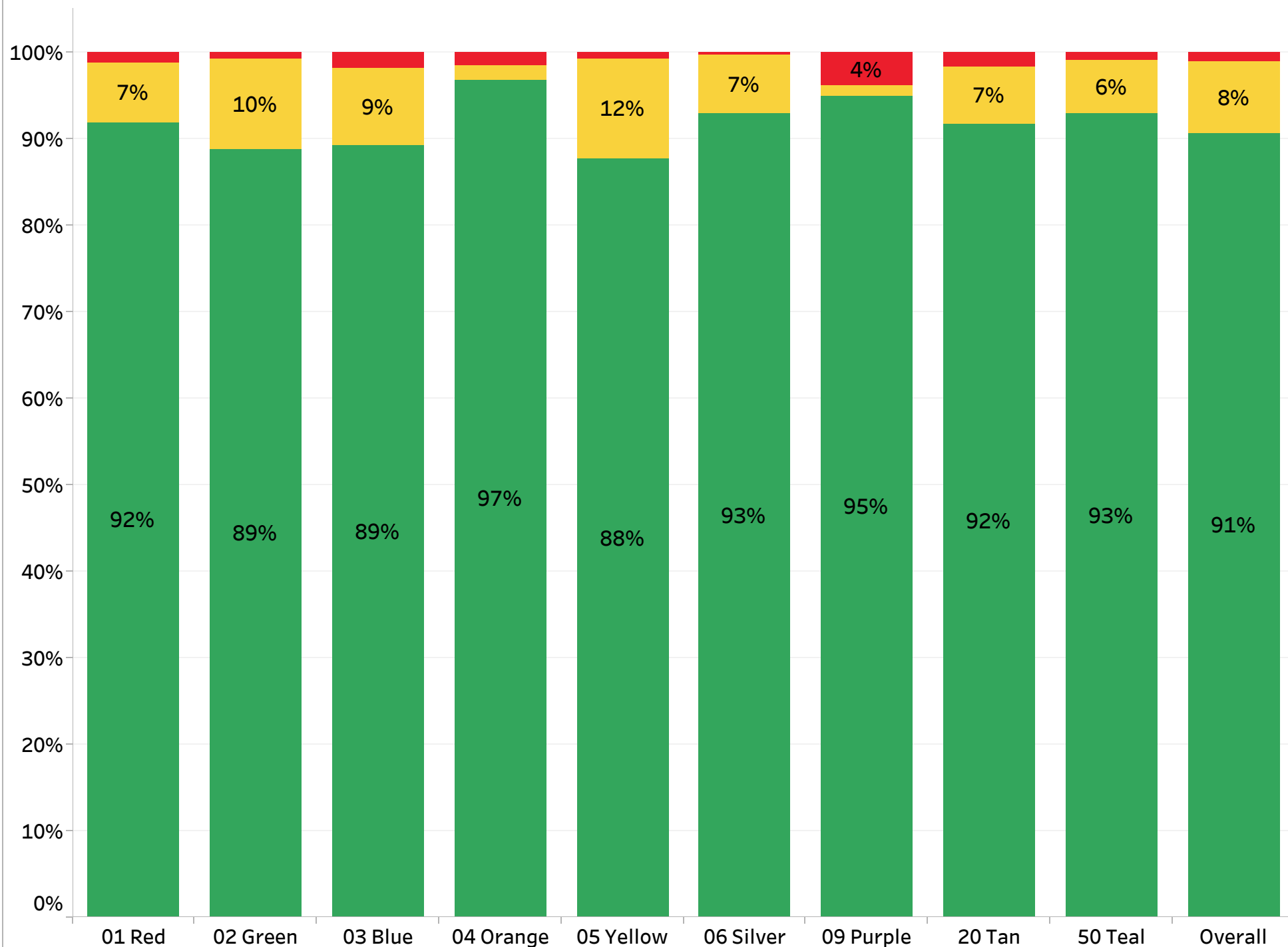


Park City Transit On-Time Performance Report - Spring & Summer 2024

Early

Late

On-Time



Park City ADA and On-Demand Ridership - Spring & Summer 2024

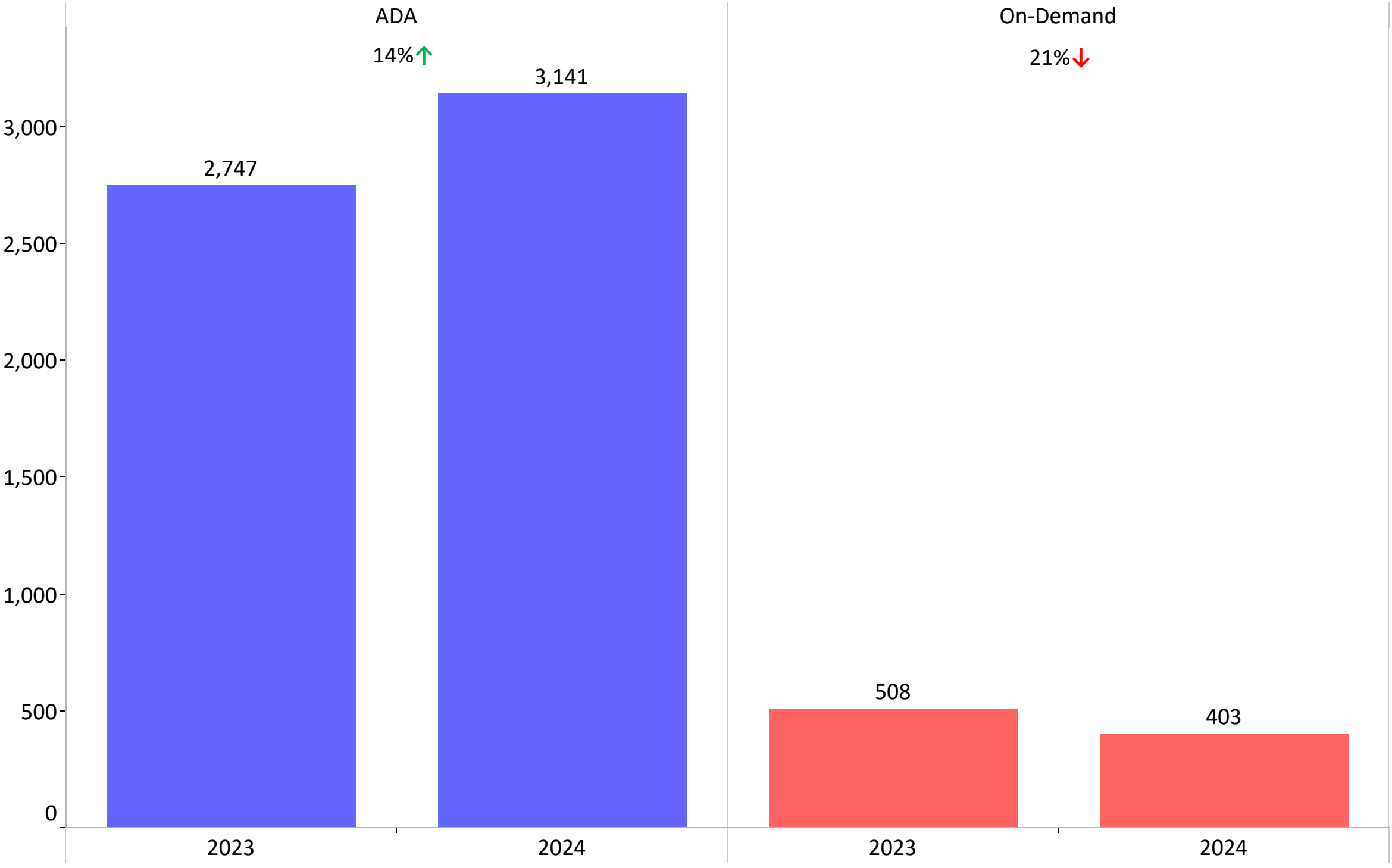
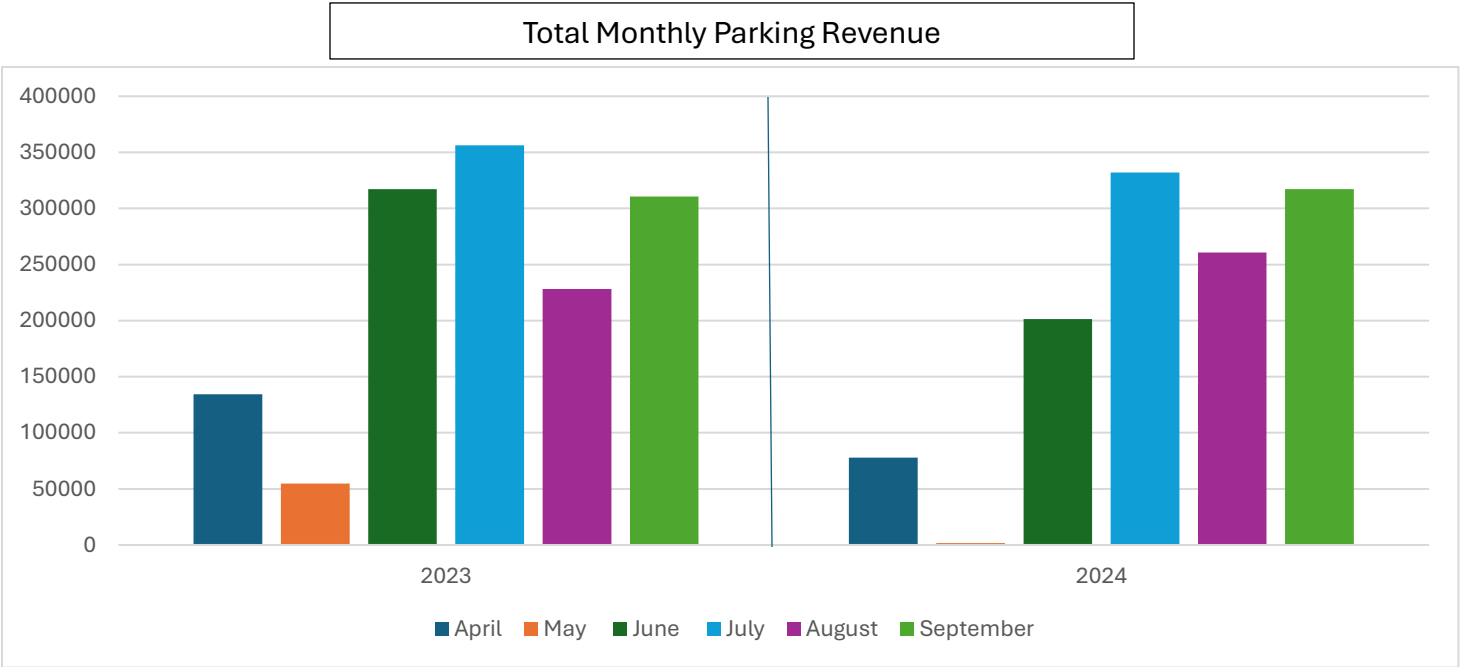
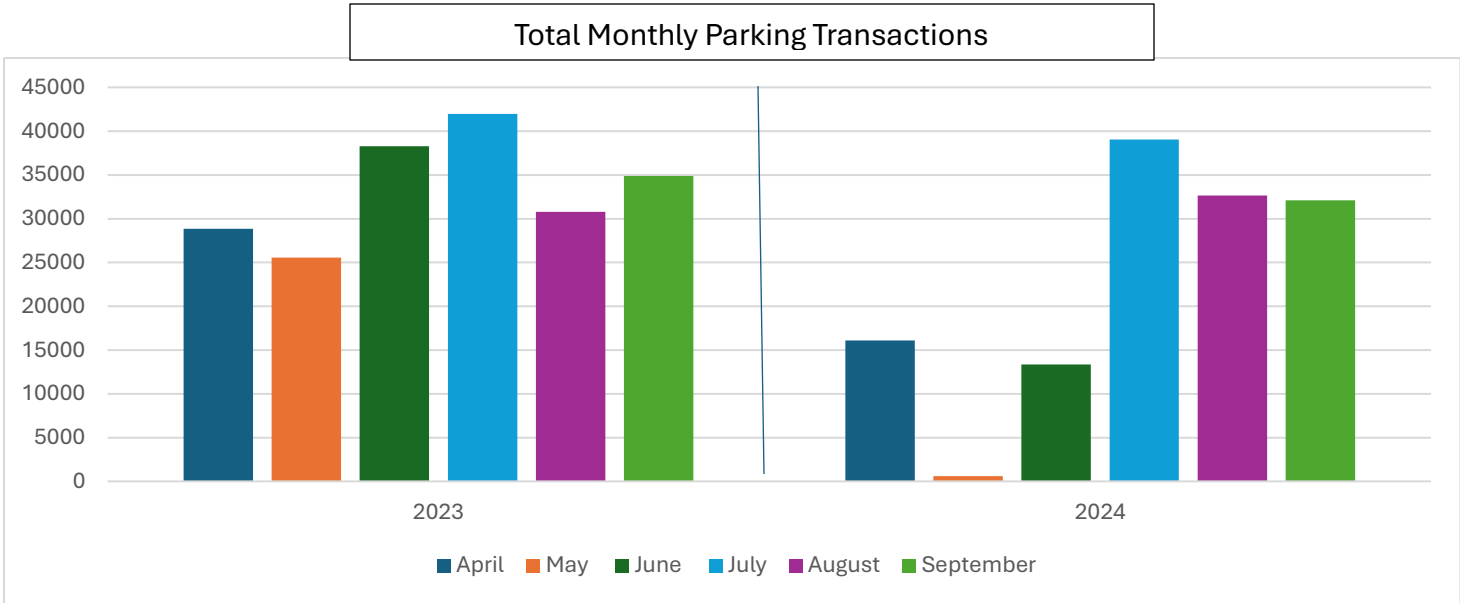


EXHIBIT B- SUMMER PARKING DATA



Special Event Data

Major Event Parking Data 2024			
Event	Date	Revenue	Transactions
Savor the Summit	6/22/2024	26,692	1483
July 4th	7/4/2024	11,123	416
KAF Friday	8/2/2024	9,724	528
KAF Saturday	8/3/2024	15,203	800
KAF Sunday	8/4/2024	17,281	921
Miner's Day	9/2/2024	5,652	429

Major Event Parking Data 2023			
Event	Date	Revenue	Transactions
Savor the Summit	6/24/2023	22,323	1403
July 4th	7/4/2023	9,713	363
KAF Friday	8/4/2023	10,266	623
KAF Saturday	8/5/2023	13,957	832
KAF Sunday	8/6/2023	12,905	822
Miner's Day	9/4/2023	6,556	467

Silly Market Parking Data

Park Silly Sunday 2024 \$9/hour		
Date	Revenue	Transactions
6/2/2024	27,186	1552
6/9/2024	29,400	1642
6/16/2024	29,280	1670
6/23/2024	31,999	1755
6/30/2024	34,216	1841
7/14/2024	36,886	2080
7/21/2024	36,018	2131
9/1/2024	38,310	2216
9/8/2024	26,819	1540
9/15/2024	28,082	1625
9/22/2024	34,824	1986
Total	353,020	20038

Park Silly Sunday 2023 \$8/hour		
Date	Revenue	Transactions
6/4/2023	26,537	1597
6/11/2023	29,338	1780
6/18/2023	31,376	1858
6/25/2023	31,807	1829
7/9/2023	30,101	1793
7/16/2023	31,218	1884
7/23/2023	32,410	1933
9/3/2023	33,350	1994
9/10/2023	19,710	1292
9/17/2023	23,879	1509
9/24/2023	29,879	1866
Total	319,605	19335



PARK CITY COUNCIL MEETING MINUTES - DRAFT

**445 MARSAC AVENUE
PARK CITY, UTAH 84060**

September 26, 2024

The Council of Park City, Summit County, Utah, met in open meeting on September 26, 2024, at 2:30 p.m. in the City Council Chambers.

Council Member Toly moved to close the meeting to discuss property at 2:30 p.m. Council Member Dickey seconded the motion.

RESULT: APPROVED

AYES: Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

CLOSED SESSION

Council Member Toly moved to adjourn from Closed Meeting at 5:20 p.m. Council Member Parigian seconded the motion.

RESULT: APPROVED

AYES: Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

REGULAR MEETING

I. ROLL CALL

Attendee Name	Status
Mayor Nann Worel	Present
Council Member Bill Ciraco	
Council Member Ryan Dickey	
Council Member Ed Parigian	
Council Member Jeremy Rubell	
Council Member Tana Toly	
Matt Dias, City Manager	
Margaret Plane, City Attorney	
Marissa Marleau, Deputy City Recorder	

II. PRESENTATIONS

1. Consideration to Adopt Resolution 20-2024, a Resolution Proclaiming October 2024 as Domestic Violence Awareness Month:

Erin Meottel, Prevention Coordinator of Peace House, stated that Peace House is dedicated to ending interpersonal violence and abuse and empowering survivors to heal and thrive by providing supportive services through legal advocacy, a hospital response team, and case management programs. Meottel furthered that Peace House also provides safe housing through emergency shelter and housing programs as well as prevention education presentations for those of all ages in the community. Meottel stated that in FY2024, Peace House provided 203 Park City Citizens with lifesaving and life-changing support through emergency shelter, legal advocacy, clinical counseling, health care, and child advocacy services. Meottel urged citizens to attend their upcoming event, Be The Light, on October 5th at Heber City Park.

Mayor Worel opened public comment. No comments were given. Mayor Worel closed public comment.

Council Member Dickey moved to adopt Resolution 20-2024, a resolution proclaiming October 2024 as Domestic Violence Awareness Month. Council Member Toly seconded the motion.

RESULT: APPROVED

AYES: Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

III. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Council Questions and Comments:

Council Member Parigian encouraged citizens to stop in the library for fall events. Mayor Worel shared that she had the opportunity to volunteer to paint the white barn for a Day of Service where Park City hosted over 800 people who participated in different service projects throughout the City.

Staff Communications Reports:

1. June Sales Tax Report:

2. Park City Needs-Based Childcare Scholarship Update:

Council Member Rubell asked staff to talk about the different qualification criteria surrounding City and State childcare subsidies. Michelle Downard, Resident Advocate, stated that the City program requires individuals apply to the Department of Workforce Services (DWS) when it appears they are eligible. She furthered that the State has more specific eligibility criteria and that the City will cover the cost of anything that the State does not, but that the most significant difference in eligibility would be proof or status of citizenship in that the City is silent in the criteria, but the State is not. Council Member Rubell asked if someone without citizenship who qualifies for the State could still receive a full subsidy from the City. Downard responded yes. Council Member

Rubell inquired about the regulation of providers and asked for clarification. Downard clarified that the language is in reference to licensing regulations. She stated that the State requires vetting and approval for certain types of facilities but that other smaller facilities are not required to obtain licensing and do not have the same inspections, background checks, and standards required of a commercial facility. Downard furthered that the City program will allow regulated providers with a license, inspection, background check, and staff training to participate in the City program. Council Member Rubell stated that State regulation and funding were the base criteria when the program was decided upon. Mayor Worel asked if Council would be interested in a work session regarding the State's gap in qualification criteria. Council Member Dickey stated that he is comfortable with the program, but if it is revisited, he would be interested in having a conversation about the distribution of funds and how the program reaches more people. Council Member Toly is comfortable with a larger overall policy discussion. Council Member Ciraco is interested in consistency between City and State policies. Mayor Worel requested that the item come back to Council before the end of the year, as the Council agenda allows.

3. Re-Create 248: Transit Study Project Charter Update:

Council Member Rubell asked if the BRT project will have an effect on the Re-Create 248 study if it stalls or does not move forward. Julia Collins, Transportation Planning Manager, stated that the Project Charter references the BRT transit connection, but it could be removed if Council decides otherwise. Mayor Worel inquired if the Charter was ready for signature. Collins responded yes. Council Member Parigian inquired as to whom comprised the stakeholder group. Collins stated that invitations for the committees have yet to be set up, and the team is open to direction from Mayor and Council.

4. Winter 2024-25 Court Allocation Plan for Tennis and Pickleball:

Council Member Toly asked staff to describe how court allocation was decided. Ken Fisher, Recreation Director, stated that the Recreation Advisory Board (RAB) organized a subcommittee comprised of Recreation Board Members, tennis and pickleball players, the Racquet Sports Division Manager, and Council Member Parigian to review court allocation solutions. Fisher stated that within this subcommittee, it was decided that programming would not be impacted, only court reservations. He stated that 84 pickleball court hours, or 14 additional facility hours per week, have been added. Council Member Parigian commented that the utilization of the gym courts and no side-by-side play were the two principles the subcommittee focused on when considering scheduling. Council Member Toly asked why specific times impacting tennis were selected. Fisher stated that those times had longstanding user groups with participation and that tennis would directly be affected. Council Member Parigian stated that Pickleball net storage and set-up time were considered when deciding time allocation. Council Member Toly inquired if there were opportunities for tennis players to provide feedback. Fisher stated that every RAB meeting has a public input section.

5. Electric Bike Updates:

1 **6. Howl-o-Ween on Main Update:**

2
3 **IV. PUBLIC INPUT (ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON**
4 **THE AGENDA)**

5
6 Mayor Worel opened the meeting for any who wished to speak or submit comments on
7 items not on the agenda.

8
9 Stewart Goldner 84060 has run a tennis group in Park City for eleven years and stated
10 that group participation is thriving. He furthered that in the last year, five pickleball
11 courts have opened in Heber and that three more will open in Silver Summit. He stated
12 that Basin Recreation, Willow Creek, and Park City Municipal should work together to
13 resolve court allocation.

14
15 Sean Parker 84060 stated that he would like to see Bonanza Park have a pool or be
16 used as a public space for Christmas tree lighting. He furthered that if you have the right
17 combination of amenities and the right leadership, the public would be persuaded to
18 help pay for such changes.

19
20 Karen Christian 84098 asked Council how many hours have opened in the gym for
21 pickleball. Fisher stated that there is open play in the gym from 8 a.m. until 12 p.m. on
22 Tuesday, Thursday, and Friday, and citizens can drop in and play at other times when
23 the gym isn't scheduled.

24
25 Sherree Greenhaldt 84098 has resided in this zip code for forty years and has played
26 tennis for thirty-two years. She stated that removing tennis from Mondays will impact the
27 8 a.m. group of twelve with whom she consistently plays.

28
29 Rick Winstrop 84098 seconded Stewart Goldner's earlier comments. He wonders what
30 due diligence was done to determine the frequency and prevalence of racquet sports for
31 the Park City area both now and in the next five years and urges Park City to create
32 plans for this if they have not already.

33
34 Steve Powell 84098 stated that the morning time slots are typically reserved due to
35 cooler temperatures, but courts remain available at noon when the temperatures are at
36 their highest. Additionally, he stated that court time is challenging after lessons are
37 completed because those who finish would like to stay and play. Powell asks that
38 Council revisit the Winter Allocation and hopes they will build a larger pickleball facility
39 to accommodate the demand.

40
41 Robert McDonald 84060 stated that he loves both tennis and pickleball and has an easy
42 time finding pickleball court time, but not tennis. He furthered that he will not be
43 renewing his MARC membership because of this. He encouraged Council to re-
44 evaluate the court allocation after more pickleball courts are built, so this change isn't a
45 permanent one.

1
2 Tim Donnally 84060, a tennis professional at the MARC, stated that he and the
3 programming rely on patrons to support the MARC and wish to see that community
4 continue to thrive.

5
6 Julie Walker 84098 echoed that she will not be renewing her MARC pass due to court
7 demand. She urged Council to think of other locations like the high school where
8 pickleball time could be allocated.

9
10 Mayor Worel closed public input.

11
12 **V. CONSIDERATION OF MINUTES**

13
14 **1. Consideration to Approve the City Council Meeting Minutes from September 5,**
15 **2024:**

16
17 Council Member Toly moved to approve the City Council meeting minutes from
18 September 5, 2024. Council Member Ciraco seconded the motion.

19 **RESULT: APPROVED**

20 **AYES:** Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

VI. CONSENT AGENDA

21 1. Request to Authorize the City Manager to Enter into a Master Lease in a Form
22 Approved by the City Attorney's Office with CP CANYONS WFH, LLC, Not to Exceed
23 \$200,000 per year for Two Years with an Additional Option Year to Guarantee the
24 Availability of 24 Beds at the CVMA Housing Project Located at 1823 Ozzy Way, Park
25 City, Utah

26
27 2. Request to Authorize the City Manager to Execute a 2nd Amendment with MC
28 Contractors, LLC, for Gordo Remediation Excavation Services, in a Form Approved by
29 the City Attorney's Office, Not to Exceed \$329,533 for a Total Contract Amount not to
30 Exceed \$1,245,208

31
32 Council Member Rubell moved to approve the Consent Agenda. Council Member
33 Parigian seconded the motion.

34 **RESULT: APPROVED**

35 **AYES:** Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

36
37 **VII. OLD BUSINESS**

38
39 **1. Consideration to Approve Ordinance 2024-18, an Ordinance Adopting an**
40 **Adjusted Budget for FY 2025 for Park City Municipal Corporation:**

Jed Briggs, Budget Operations & Strategic Planning Manager, asked Council to amend the FY25 budget to include three main areas of funding for the Marsac Retaining Wall totaling \$1,500,000. Briggs furthered that \$500,000 will come from the Building Authority, \$625,000 from the Main Street RDA, and \$375,000 from the China Bridge Capital Project or Parking funds. Briggs also asked to increase the capital budget by 3.7 million to include the Rocky Mountain Power transmission line undergrounding, which was approved by Council on August 15th. Penny Frates, Senior Budget Analyst, stated that one budget neutral change is requested to combine the Housing budget into a Housing and Economy budget. Council Member Ciraco inquired about the intent to leave \$5,000 in the Building Authority fund. Briggs stated that the intent is to close the account out.

Mayor Worel opened public comment.

Sean Parker 84060 disagreed with changing the budget before Council approved the agenda item.

Mayor Worel closed public comment.

Council Member Dickey moved to approve Ordinance 2024-18, an ordinance adopting an adjusted budget for FY 2025 for Park City Municipal Corporation. Council Member Toly seconded the motion.

RESULT: APPROVED

AYES: Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

2. Consideration to Authorize the City Manager to Execute an Agreement with Calvin L. Wadsworth Construction Company, LLC., in a Form Approved by the City Attorney's Office, Not to Exceed \$1,500,000 to Reconstruct Portions of the Marsac Retaining Wall:

Becky Gutknecht, Public Improvements Engineer, stated that Calvin L. Wadsworth Construction Company is under the state contract, meaning they have already been vetted and approved. She furthered that the City can execute an end-user agreement with them under the State contract, which speeds up the procurement process and means their pricing has already been determined by the State. Gutknecht stated that there is a price provision that ensures the contract fees will not escalate. She furthered that Calvin L. Wadsworth has significant familiarity with the project because they were the contractor who built the Soldier Pile Wall on the other side of the soil that is being retained, so they have previous project plans and the geotechnical experience to execute the job accordingly. Gutknecht stated that the evolution of the design is still in progress and is therefore asking Council for an amount not to exceed \$1,500,000 as it's imperative to onboard the contractor as soon as possible. Council Member Rubell asked that staff return with a chart reflecting the remaining total scope of the project needed to repair the wall.

Mayor Worel opened public input.

Sean Parker 84060 does not believe there is an immediate need to fix the retaining wall. He objects to the soldier pile and concrete lags because he believes it's not a historically accurate building method and instead urges Council to consider a pile and timber wall to mirror the other side of the building. He furthered that the historic board, or a licensed historic architect, should be consulted before moving forward with construction.

Mayor Worel closed public input.

Council Member Dickey inquired about the design considerations regarding the retaining wall's historic nature. Gutknecht stated that the wall is not considered historic, but it is part of the historic site. She furthered that Planning was involved in the determinations towards compliance and cited Land Management Code Section 15-3-3 which outlines regulations for historic, commercial sites and stated that new construction must be differentiated from the historic structure and at the same time be compatible with the historic structure in materials, features, size, scale, and proportion, and massing to protect the integrity of the historic site. Gutknecht furthered that wood lagging is not an approved material for a historic site, but that concrete is, which is why it was selected as the building material for this project. Council Member Ciraco inquired about the historic nature of the China Bridge parking structure. Gutknecht stated that City Hall, its parking lot, and the adjacent retaining wall are historic; however, the parking garage itself is on a different lot and is, therefore, in a different historical designation.

Council Member Ciraco moved to authorize the City Manager to execute an agreement with Calvin L. Wadsworth Construction Company, LLC., in a form approved by the City Attorney's Office, not to exceed \$1,500,000 to reconstruct portions of the Marsac Retaining Wall. Council Member Dickey seconded the motion.

RESULT: APPROVED

AYES: Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

VIII. NEW BUSINESS

1. Consideration to Adopt Resolution No. 21-2024, a Resolution Adopting the Park City Municipal Corporation Bicycle and Pedestrian Plan:

Alex Roy, Assistant Transportation Planning Manager, and Anna Maki, Transportation Planner, introduced the Bike and Pedestrian Plan and stated that it will help inform the City's on-street and paved pathway networks over the next ten years. Maki cited three program goals: to serve bicyclists and pedestrians of all ages and abilities; to make useful connections to key destinations; and to improve roadway and paved trail safety. Roy stated that coordination with other completed or ongoing City plans, such as the Homestake Redesign, Bonanza Park Small Area Plan, Trails Master Plan, SR-224 BRT,

1 Neighborhood First Streets Program, and LMC Updates were all considered when
2 designing the Bike and PED plan. Roy stated that high comfort and supplemental
3 networks will connect the 56 new or improved project segments.

4
5 Council Member Toly inquired about existing trails and what the next level of upgrades
6 would be. Roy stated that activated signals or signage would be the most common
7 among the upgrades. Council Member Toly inquired about the flexibility of modifications
8 within the 10-year plan. Roy stated that amendments to the plan can be made and will
9 be evaluated throughout the process. Council Member Parigian asked if the plan is
10 legally binding. Roy confirmed that the plan is non-binding. He furthered that most of the
11 projects would be returning to Council through the budgeting process. Maki stated that
12 the program also focuses on partnerships and works to coordinate with local
13 businesses, improve bike safety education, track transportation data, and celebrate
14 program events for Bike Month. Roy stated that the program also focuses on proposed
15 policy recommendations, including City-owned bike storage solutions, safe crossing
16 standards, new facilities, winter maintenance, and bikeway design guidelines.

17
18 Council Member Ciraco wanted to understand the expectations surrounding the project
19 goals and pace. Roy stated that on-street facilities projects will move quickly, and larger
20 projects will be spread out over a ten-year period. Council Member Dickey inquired
21 about the timescale on crash data. Roy stated that it is within the last 5-10 years.
22 Council Member Parigian inquired about safety surrounding mountain biking trailhead
23 access. Roy stated that if a route led to a trailhead, it received a higher score, or project
24 multiplier, that identified it as precautionary. Council Member Toly asked about the
25 interconnection of the Bike and Pedestrian Plan in the Neighborhoods First Program.
26 Roy identified that a team member is present at the Neighborhoods First meetings and
27 will make staff aware of programs and recommendations that are within their scope, for
28 example, speed limit reduction, signs, or lighting.

29
30 Mayor Worel opened public input.

31
32 Sean Parker 84060 stated that he is in favor of the plan.

33
34 Mayor Worel closed public input.

35
36 Council Member Rubell remarked that the program is designed well and will have a
37 longstanding community impact. Council Member Dickey stated that the map identified
38 the areas with the greatest need and expressed excitement about the project. Council
39 Member Dickey inquired about cold weather ridership and whether there was a plan to
40 increase network usage throughout the year. Roy stated that Minneapolis has a plowing
41 plan that mirrors its street plan, so primary routes are maintained during cold weather
42 months. Council Member Parigian requested that staff have reader-friendly materials for
43 the community at the time of the project roll out. Roy stated that the team can create a
44 three-page executive summary that would include a map and project stages and
45 highlights.

Council Member Ciraco moved to adopt Resolution No. 21-2024, a resolution adopting the Park City Municipal Corporation Bicycle and Pedestrian Plan. Council Member Rubell seconded the motion.

RESULT: APPROVED

AYES: Council Members Ciraco, Dickey, Parigian, Rubell, and Toly

IX. ADJOURNMENT

X. PARK CITY REDEVELOPMENT AGENCY MEETING

XI. ROLL CALL

Attendee Name	Status
Chair Nann Worel Board Member Bill Ciraco Board Member Ryan Dickey Board Member Ed Parigian Board Member Jeremy Rubell Board Member Tana Toly Matt Dias, Executive Director Margaret Plane, City Attorney Marissa Marleau, Deputy Secretary	Present

XII. PUBLIC INPUT (ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON THE AGENDA)

Chair Worel opened the meeting for any who wished to speak or submit comments on items not on the agenda.

Sean Parker 84060 would like to know more about City redevelopment plans and projects.

Chair Worel closed public input.

XIII. NEW BUSINESS

1. Consideration to Approve Resolution RDA 03-2024, a Resolution Adopting an Adjusted Budget for FY 2025 for Park City Redevelopment Agency:

Hans Jasperson, Budget, and Grants Analyst, stated that the resolution would move \$625,000 from the Main Street RDA to help cover the costs of the Marsac retaining wall.

Chair Worel opened public input. No comments were given. Chair Worel closed public input.

Board Member Rubell moved to approve Resolution RDA 03-2024, a resolution adopting an adjusted budget for FY 2025 for Park City Redevelopment Agency. Board Member Ciraco seconded the motion.

RESULT: APPROVED

AYES: Board Members Ciraco, Dickey, Parigian, Rubell, and Toly

XIV. ADJOURNMENT

XV. PARK CITY MUNICIPAL BUILDING AUTHORITY MEETING

XVI. ROLL CALL

Attendee Name	Status
Chair Nann Worel	Present
Board Member Bill Ciraco	
Board Member Ryan Dickey	
Board Member Ed Parigian	
Board Member Jeremy Rubell	
Board Member Tana Toly	
Matt Dias, Executive Director	
Margaret Plane, City Attorney	
Marissa Marleau, Deputy Secretary	

XVII. PUBLIC INPUT (ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON THE AGENDA)

Chair Worel opened the meeting for any who wished to speak or submit comments on items not on the agenda. No comments were given. Chair Worel closed public input.

XVIII. NEW BUSINESS

1. Consideration to Approve Resolution MBA 03-2024, a Resolution Adopting an Adjusted Budget for FY 2025 for Park City Municipal Building Authority:

Hans Jasperson, Budget and Grants Analyst, stated that this resolution seeks to move \$500,000.00 to help pay for the Marsac retaining wall.

Chair Worel opened public comment. No comments were given. Chair Worel closed public comment.

Board Member Rubell moved to approve Resolution MBA 03-2024, a resolution adopting an adjusted budget for FY 2025 for Park City Municipal Building Authority. Board Member Toly seconded the motion.

RESULT: APPROVED

AYES: Board Members Ciraco, Dickey, Parigian, Rubell, and Toly

XIX. ADJOURNMENT

With no further business, the meeting was adjourned.

Marissa Marleau, Deputy City Recorder

City Council Staff Report



Subject: Extra Mile Day Resolution
Author: Michelle Kellogg
Department: Executive
Date: October 24, 2024
Type of Item: Administrative

Summary Recommendation

Pursuant to a request by the Extra Mile America Foundation and the consent from three or more City Council members, consider approving a resolution proclaiming November 1, 2024, as Extra Mile Day in Park City. This resolution supports individuals and organizations who are dedicated to “going the extra mile” in volunteerism and service.

Background

Extra Mile America is an organization made up of 100% volunteers that are committed to reminding individuals and organizations that creating positive change is not just a water cooler topic; it is being active in going the extra mile. This organization casts a bright light on the “*Extra Mile Heroes*” and change-makers who surround us and who continue to give their best. Extra Mile cities can be found at www.ExtraMileAmerica.org.

- The idea for Extra Mile Day started in 2009 when Shawn Anderson created the Extra Mile America Tour, a cross country bicycle tour and inspirational outreach event.
- Extra Mile Day has grown from 23 participating cities in its inaugural year to over 500 cities this year including Salt Lake City, Draper, Brigham City, Roosevelt City, West Valley City, and Sandy within the State of Utah. Other nationwide cities include Washington D.C., Jackson, Wyoming, Honolulu, Hawaii, and Austin, Texas.
- Park City has been an “Extra Mile City” since 2012.
- With over 100 diverse nonprofits promoting everything from mountain sports to social services, arts, and climate solutions, Park City has an advocate in every corner of the community going the extra mile for our residents and visitors.

Approving the Extra Mile Day Resolution in Park City demonstrates the Mayor and City Council’s support for creating positive change within the Park City community. We encourage all individuals and organizations to go the extra mile on November 1st.

Funding Source

No membership fees or other commitments are associated with this resolution.



Resolution No. 25-2024

**RESOLUTION DECLARING NOVEMBER 1, 2024, AS "EXTRA MILE DAY"
IN PARK CITY, UTAH**

WHEREAS, Park City, Utah is a community which acknowledges that a special vibrancy exists within the entire community when its individual residents collectively "go the extra mile" in personal effort, volunteerism, and service; and

WHEREAS, Park City, Utah is a community which encourages its residents to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends, and community; and

WHEREAS, Park City, Utah is a community which chooses to shine a light on and celebrate individuals and organizations within its community who "go the extra mile" in order to make a difference and lift up fellow members of their community; and

WHEREAS, Park City, Utah acknowledges the mission of Extra Mile America to create 550 Extra Mile cities in America and is proud to support "Extra Mile Day" on November 1, 2024.

NOW THEREFORE, the Mayor and City Council of Park City, Utah, do hereby proclaim November 1, 2023, to be Extra Mile Day. We urge each individual in the community to take time on this day to personally "go the extra mile", and also acknowledge all those who are inspirational in their efforts and committed to make their organizations, families, community, country, or world a better place.

PASSED AND ADOPTED this 24th day of October, 2024.

PARK CITY MUNICIPAL CORPORATION

Mayor Nann Worel

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

City Attorney's Office

Resolution No. 26-2024

**RESOLUTION PROCLAIMING NOVEMBER 2024 AS
LUNG CANCER AWARENESS MONTH**

WHEREAS, lung cancer is the leading cause of cancer death among men and women in the United States and Utah, accounting for more deaths than colon cancer, breast cancer, and prostate cancer combined;

WHEREAS, according to the Centers for Disease Control, there were 2,848 new lung cancer cases between 2017 and 2021 and 98 deaths due to lung cancer between 2018 and 2022 in Utah;

WHEREAS, the 5-year survival rate for localized lung cancer is ~60%, yet only ~24% of lung cancers are diagnosed at this stage;

WHEREAS, screening for lung cancer for high-risk individuals using low-dose computed tomography can lead to the earlier detection of lung cancer and save lives, reducing the mortality by 20% when compared to screening by chest x-ray in the National Lung Screening Trial (3) and reducing the risk of death at 10 years by 24% in men and 33% in women as demonstrated by another large randomized trial;

WHEREAS, funding for lung cancer research trails far behind funding for research of many other cancers, and additional research is needed in early diagnosis, screening, and treatment for lung cancer as well as in lung cancer affecting women and lung cancer health disparities;

WHEREAS, lung cancer incidence is decreasing twice as fast in men as it is in women, each year more women die from lung cancer than breast cancer and by 2035, more women will die from lung cancer than men;

WHEREAS, African Americans have the highest lung cancer incidence and mortality of all races, and disparities in lung cancer screening, diagnosis, treatment, and mortality are well characterized among African Americans and other racial minorities;

WHEREAS, lung cancer in individuals who never smoked is the 7th leading cause of cancer-related death and accounts for 17,000-26,000 deaths in the US every year, 60-70% of individuals diagnosed with lung cancer who never smoked are women, and the proportion of lung cancers diagnosed in people who never smoked is increasing in the US;

WHEREAS, radon is the leading cause of lung cancer among individuals who never smoked and the second leading cause of lung cancer overall;

WHEREAS, the stigma surrounding lung cancer creates barriers to early diagnosis, treatment, and funding for research, has a detrimental impact on the quality of life of people diagnosed with lung cancer, and hinders awareness of and research into lung cancer risk factors other than smoking;

WHEREAS, lung cancer research is leading to breakthroughs in the identification of genetic alterations associated with lung cancer and in the development of lung cancer treatments, including immunotherapies and targeted therapies; and

WHEREAS, organizations working in Utah such as the American Lung Cancer Screening Initiative and Women's Lung Cancer Forum, are committed to educating about lung cancer and lung cancer screening and working to increase lung cancer screening rates in Utah.

NOW, THEREFORE BE IT RESOLVED that the Mayor and City Council hereby proclaim November 2024, Lung Cancer Awareness Month, recognizing the need for research in lung cancer affecting women and lung cancer health disparities, and encourage all citizens to learn about lung cancer and early detection through lung cancer screening.

PASSED AND ADOPTED this 24th day of October, 2024.

PARK CITY MUNICIPAL CORPORATION

Mayor Nann Worel

Attest:

Michelle Kellogg, City Recorder

City Council Staff Report



Subject: Parking Technology Direct Replacement
Author: Johnny Wasden, Manager
Departments: Parking Services
Date: October 24, 2024

Recommendation

Consider a request to authorize the City Manager to execute a Contract in a form approved by the City Attorney's Office and Information Technology with CleverCiti, LLC. This contract is for new parking technology to replace existing, non-functional systems from 2017. The contract is not to exceed \$341,225 over the next five years, with the option to continue subscription-based services and expand parking technology to other City locations where this technology may benefit traffic calming and parking management.

Background

In 2017, Parking Services deployed a gated parking management system in the China Bridge Garage in order to control access, provide payment solutions, and measure daily occupancy. After several years, it was determined that this was not the most effective way to manage the facility's parking use and this technology was replaced with a more consistent payment management solution while the gate system remained for traffic safety and occupancy measurement. Since then, the in-ground sensors for occupancy measurement have not proven durable in our mountain environment with salt intrusion, plowing, and condensation in the processor housing. Rather than replacing it with the same hardware, Parking Service researched several cities where optical occupancy measurement tools were deployed to determine the best solutions.

Analysis and Considerations

As the City moves forward with traffic management solutions, improving communication and alleviating vehicle congestion during peak times, Parking Services seeks innovative, proven solutions to efficiently manage the city's parking inventory and support the successful outcomes of these initiatives.

After researching a direct replacement, it was determined that modern optical-oriented tools would prove more durable, flexible, scalable, and cost-effective than the older hardware.

Pursuant to the City's Procurement Rules related to cooperative purchasing, Parking Services utilized Park City's existing SourceWell account in lieu of an RFP in order to expedite the selection process by using pre-vetted and validated service providers through SourceWell's competitive solicited contracts.

CleverCiti was identified as the most flexible solution for providing real-time occupancy measurement using simple and durable subscription-based hardware. It has been deployed with success in Bend, OR, Boise, ID, and Redwood City, CA.

This technology will collect data on parking stall utilization, parking duration, and turnover. Additionally, the long-term benefits include an open API software platform that allows for other technologies to pull and feed information with other City-owned technologies to supply real-time wayfinding signage, incorporating additional parking locations with real-time occupancy measurement and automated operational updates.

Funding

CleverCiti services and hardware will be paid through a monthly subscription of \$4,541. The fee is mostly offset by canceling these same types of non-functioning systems, while the remainder will be covered by the parking operations enterprise fund. No additional funding is requested.

Exhibits

CleverCiti Sourcewell [Page](#) and [Contract](#)

DRAFT

END-USER AGREEMENT TO SOURCEWELL COOPERATIVE CONTRACT

This End-User Agreement (“**Agreement**”) is between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation (“**PCMC**”), and Cleverciti Systems, Corp., an Illinois corporation (“**Contractor**”).

The Contractor has an active Cooperative Contract with Sourcewell, numbered 120423-CLVR and dated 1/10/2024, that provides for standardized contractual provisions and a streamlined procurement process (the “**Sourcewell Contract**”).

PCMC is an Eligible User under the Sourcewell Contract and desires to participate in the Sourcewell Contract. The parties require additional provisions to the Sourcewell Contract to document the specifications and cost breakdown and other necessary terms between the parties.

The parties therefore agree as follows:

ARTICLE 1 – SOURCEWELL CONTRACT.

All provisions of the Sourcewell Contract, attached as **Schedule A**, that include obligations between the Contractor and an Eligible User apply between Contractor and PCMC as if PCMC was part of that agreement and will continue to apply during the term of this Agreement.

ARTICLE 2 – SCOPE OF SERVICES.

- A. Scope of Services. Contractor shall perform the services and tasks identified and designated as Contractor responsibilities throughout this Agreement and as outlined in **Schedule B** attached to this Agreement (“**Scope of Services**”).
- B. Contractor Representative. Contractor designates Sonny Samra as the representative who has the authority to act on behalf of the Contractor. Contractor may change its designated representative by providing written notice to PCMC.
- C. PCMC Representative. PCMC designates Jonathan Wasden or their designee as its representative who has the authority to act on behalf of PCMC.

ARTICLE 3 – TERM.

This Agreement will become effective as of the date the last party signed it as indicated by the date associated with that party's signature. The term of this Agreement ends at midnight on 7/15/2029 unless terminated sooner or extended as provided in this Agreement.

ARTICLE 4 – COMPENSATION.

For performance of the Scope of Services, PCMC shall pay a total fee in an amount not to exceed \$341,225 (Three Hundred Forty One Thousand Two Hundred Twenty Five dollars. Any work performed in addition to or outside the Scope of Services must be at the written request of PCMC, for which PCMC will pay Contractor according to the rates in the Sourcwell Contract. If no rates are included, PCMC will pay for additional work as agreed to by both parties in writing.

One-Time Fees and the first 3 months of monthly fees will be invoiced upon signing this Agreement. Upon service activation, the remaining 9 months of monthly fees shall be invoiced. Thereafter, monthly fees will be invoiced annually at the beginning of the relevant year of service. Invoices shall be payable by PCMC to Contractor net 30 from date of invoice.

ARTICLE 5 – INSURANCE.

At its own cost and expense, Contractor shall procure and maintain for the duration of the Agreement such insurance as the Sourcwell Contract requires, with the additional coverage amounts and types further specified below to protect against claims for injuries to persons or property damage that may arise from or relate to the performance of this Agreement by Contractor, its agents, representatives, employees, or Subcontractors for the entire duration of this Agreement or for such longer period of time as set forth below. To the extent not covered in the Sourcwell Contract, prior to commencing any work, Contractor shall provide a certificate of insurance evidencing:

- A. Commercial General Liability Insurance. Contractor shall maintain commercial general liability insurance on a primary and non-contributory basis in comparison to all other insurance, including PCMC's own policies of insurance, for all claims against PCMC. The policy must be written on an occurrence basis with limits not less than \$1,000,000 per occurrence and \$3,000,000 aggregate for personal injury and property damage. Upon request of PCMC, Contractor must increase the policy limits to at least the amount of the limitation of judgments described in Utah Code § 63G-7-604, the Governmental Immunity Act of Utah (or successor provision), as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3 (or successor provision).
- B. Automobile Liability Coverage. Contractor shall maintain automobile liability insurance with a combined single limit of not less than \$2,000,000 per accident for bodily injury

and property damage arising out of the ownership, maintenance, and use of owned, hired, and non-owned motor vehicles. This policy must not contain any exclusion or limitation with respect to loading or unloading of a covered vehicle.

- C. Professional Liability Insurance. Contractor shall maintain professional liability insurance with annual limits not less than \$1,000,000 per occurrence. If written on a claims-made basis, Contractor shall maintain professional liability insurance coverage meeting these requirements for the applicable period of statutory limitation of claims (or statute of repose, if applicable) after completion of the Scope of Services or termination of this Agreement.
- D. Workers' Compensation Insurance and Employer's Liability. Contractor shall maintain workers' compensation insurance with limits not less than the amount required by statute, and employer's liability insurance limits of at least \$1,000,000 each accident, \$1,000,000 for bodily injury by accident, and \$1,000,000 each employee for injury by disease. The workers' compensation policy must be endorsed with a waiver of subrogation in favor of "Park City Municipal Corporation" for all work performed by the Contractor, its employees, agents, and Subcontractors.
- E. Data Breach and Privacy/Cyber Liability. Contractor shall maintain data breach and privacy/cyber liability coverage for failure to protect confidential information and failure of the security of the Contractor's computer systems or the City's systems due to the actions of the Contractor which results in unauthorized access to the City's data. The limit applicable to this policy shall be no less than Five Million Dollars (\$5,000,000) per occurrence and must apply to incidents related to the Cyber Theft of the City's property, including but not limited to money and securities.
- F. Technology Errors and Omissions Insurance. Contractor shall maintain technology errors and omissions coverage with a limit of no less than Five Million Dollars (\$5,000,000) for damages arising from computer related services including but not limited to the following:
 - 1) Consulting;
 - 2) Data Processing;
 - 3) Programming;
 - 4) System Integration;
 - 5) Hardware or Software Development;
 - 6) Installation;
 - 7) Distribution or Maintenance;
 - 8) Systems Analysis Or Design;
 - 9) Training; and
 - 10) Staffing or Other Support Services.

The policy shall include coverage for third party fidelity including cyber theft. It is acceptable that the Data Breach and Privacy / Cyber Liability Insurance and Technology Errors and Omissions insurance be provided on the same policy. All policies must include a waiver of subrogation in favor of the City.

- G. Umbrella/Excess Coverage. The insurance limits required by this section may be met by either providing a primary policy or in combination with umbrella / excess liability policy(ies). To the extent that umbrella/excess coverage is used to satisfy the limits of coverage required hereunder, the terms of such coverage must be following form to, or otherwise at least as broad as, the primary underlying coverage, including amending the "other insurance" provisions as required so as to provide additional insured coverage on a primary and non-contributory basis, and subject to vertical exhaustion before any other primary, umbrella/excess, or any other insurance obtained by the additional insureds will be triggered.
- H. Insured Parties. Each policy and all renewals or replacements, except those policies for Professional Liability, and Workers Compensation and Employer's Liability, must name PCMC (and its officers, agents, and employees) as additional insureds on a primary and non-contributory basis with respect to liability arising out of work, operations, and completed operations performed by or on behalf of Contractor.
- I. Waiver of Subrogation. Contractor waives all rights against PCMC and any other additional insureds for recovery of any loss or damages to the extent these damages are covered by any of the insurance policies required under this Agreement Contractor shall cause each policy to be endorsed with a waiver of subrogation in favor of PCMC for all work performed by Contractor, its employees, agents, and Subcontractors.
- J. Quality of Insurance Companies. All required insurance policies must be issued by insurance companies qualified to do business in the state of Utah and listed on the United States Treasury Department's current Department of Treasury Fiscal Services List 570, or having a general policyholders rating of not less than "A-" in the most current available A.M. Best Co., Inc.'s, Best Insurance Report, or equivalent.
- K. Cancellation. Should any of Contractor's required insurance policies under this Agreement be cancelled before the termination or completion of this Agreement, Contractor must deliver notice to PCMC within 30 days of cancellation. PCMC may request and Contractor must provide within 10 days certified copies of any required policies during the term of this Agreement.
- L. Additional Coverage. Notwithstanding anything to the contrary, if Contractor has procured any insurance coverage or limits (either primary or on an excess basis) that exceed the minimum acceptable coverage or limits set forth in this Agreement, the

broadest coverage and highest limits actually afforded under the applicable policy(ies) of insurance are the coverage and limits required by this Agreement and such coverage and limits must be provided in full to the additional insureds and indemnified parties under this Agreement. The parties expressly intend that the provisions in this Agreement will be construed as broadly as permitted to be construed by applicable law to afford the maximum insurance coverage available under Contractor's insurance policies.

- M. No representation. In specifying minimum Contractor's insurance requirements, PCMC does not represent that such insurance is adequate to protect Contractor from loss, damage or liability arising from its work. Contractor is solely responsible to inform itself of types or amounts of insurance it may need beyond these requirements to protect itself.

ARTICLE 6 - ORDER OF PRECEDENCE.

If any provision appearing in any document connected with this Agreement or the Scope of Services conflicts with another provision, the following order of precedence shall be followed:

- A. This Agreement;
- B. The Sourcewell Contract;
- C. The Scope of Services; and
- D. Contractor Terms and Conditions (Schedule C).

ARTICLE 8 - GOVERNING LAW, JURISDICTION, AND VENUE.

Utah law governs all adversarial proceedings arising out of this Agreement or the subject matter of this Agreement. As the exclusive means of bringing adversarial proceedings to resolve any dispute arising out of this Agreement or the subject matter of this Agreement, a party may bring such a proceeding in courts of competent jurisdiction in Summit County, Utah.

PARK CITY MUNICIPAL CORPORATION

Date: _____

Matt Dias, City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

Cleverciti Systems, Corp.

Tax ID #: 82-2416466

Utah Contractor License No. N/A

, Corp. Address: 8000 Avalon Blvd Suite 100
Alpharetta, Georgia 30009

Date: _____

By: _____

David Parker

President

An authorized signer

SCHEDULE A – SOURCEWELL CONTRACT**Solicitation Number: RFP #120423****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Cleverciti Systems Corp., 8000 Avalon Blvd., Suite 100, Alpharetta, GA 30009 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Curb Management Technologies with Related Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires January 15, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcwell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcwell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. **SALES TAX.** Each Participating Entity is responsible for supplying the Supplier with valid tax- exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax- exempt entity.

C. **HOT LIST PRICING.** At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government- owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and

Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and

conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, prior to the commencement of installation of equipment in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. **PRIMARY ACCOUNT REPRESENTATIVE.** Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. **BUSINESS REVIEWS.** Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. **CONTRACT SALES ACTIVITY REPORT.** Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. **AMENDMENTS.** Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. **WAIVER.** Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. **CONTRACT COMPLETE.** This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

- a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
 - b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*
- a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.
 - b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.
4. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. **PUBLICITY.** Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. **MARKETING.** Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. **ENDORSEMENT.** The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. **PERFORMANCE.** During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending.* Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. **DEFAULT AND REMEDIES.** Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*

Workers' Compensation: As required by any applicable law or regulation.

Employer's Liability Insurance: must be provided in amounts not less than listed below: Minimum limits:

\$500,000 each accident for bodily injury by accident
 \$500,000 policy limit for bodily injury by disease
 \$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
 \$1,000,000 each occurrence Bodily Injury and Property Damage
 \$1,000,000 Personal and Advertising Injury
 \$2,000,000 aggregate for products liability-completed operations
 \$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:

\$1,000,000 each accident, combined single limit

4. *Umbrella Insurance.* During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:

\$2,000,000

5. *Network Security and Privacy Liability Insurance.* During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. **WAIVER OF SUBROGATION.** Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. **UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION.** The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. **LAWS AND REGULATIONS.** All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. **LICENSES.** Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-

1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non- federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report

all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).**Where**

applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40

U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award

meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL

ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of \$150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award

(see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R.

§180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names

of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file

any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.
The

Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR

EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:

Jeremy Schwartz

By: C0FD2A139D06489...

Jeremy Schwartz

Title: Chief Procurement Officer

1/10/2024 I 8:56 AM CST

Date: _____

Cleverciti Systems Corp.

DocuSigned by:

David Parker

By: 006907EFEE724CC...

David Parker

Title: President

1/10/2024 I 2:58 PM CET

Date: _____

RFP 120423 - Curb Management Technologies with Related Services

Vendor Details

Company Name: Cleverciti Corp.

Does your company conduct business under any other name? If yes, please state: Cleverciti Systems

Address: 8000 Avalon Blvd. Suite 100
Alpharetta, GA 30009

Contact: Andrew LaMothe

Email: andrew.lamothe@cleverciti.com

Phone: 310-490-6560

HST#:

Submission Details

Created On: Monday November 13, 2023 10:08:23

Submitted On: Monday December 04, 2023 12:55:17

Submitted By: David Parker

Email: david.parker@cleverciti.com

Transaction #: 6ed492ee-d8b2-4ff9-836f-43346c05821d

Submitter's IP Address: 80.187.64.42

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Cleverciti Systems Corp.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	N/A	*
5	Proposer Physical Address:	8000 Avalon Blvd Suite 100 Alpharetta, GA 30009	*
6	Proposer website address (or addresses):	https://www.cleverciti.com/	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	David Parker President 8000 Avalon Blvd, Suite 100 Alpharetta, GA 30009 david.parker@cleverciti.com (802) 310 8010	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Andrew LaMothe VP, Sales & Marketing 8000 Avalon Blvd, Suite 100 Alpharetta, GA 30009 andrew.lamothe@cleverciti.com (310) 490-6560	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Adam Kriegel VP, East 8000 Avalon Blvd, Suite 100 Alpharetta, GA 30009 adam.kriegel@cleverciti.com (347) 844-2104	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
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10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Cleverciti was founded in 2012 with the mission to eliminate unnecessary congestion and emissions due to parking search. As smart city initiatives increasingly focus on data, the reliable and accurate data provided by Cleverciti's sensors is becoming more important than ever. We have since evolved our philosophy to include data management, and the live availability of these real-time insights, including digitizing the curb and sharing the aggregated data to multiple places. Over the last nearly dozen years our sensors and parking intelligence platform have solved transportation problems across the globe including improving the parking experience, limiting downtown congestion, reducing carbon emissions, effectively managing competing curb use demands, increasing asset utilization, improving organizational excellence and operational efficiency. Our company's core values are focused on improving our planet through emission reduction, traffic reduction, and overall quality of life. Our business philosophy is to partner with municipalities (or other large parking operators) to support them in achieving true positive impact for their communities.	*
11	What are your company's expectations in the event of an award?	Invariably in the process of engaging with municipalities and other public entities with large parking operations, we are asked if we are on a relevant contract, such as Sourcewell. Their goal is usually to be able to purchase industry-leading technologies like ours easily and at competitive pricing with the power of group purchasing. Upon award, we are prepared to immediately notify our prospective and existing customers about the opportunity to purchase through Sourcewell, and benefit from the added value of the Sourcewell model. The end goal is to remove as many barriers to accessing the data needed by transportation managers to effectively run their operation	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Cleverciti is a global group, consisting of the Germany-headquartered Cleverciti Systems GmbH and its US subsidiary, Cleverciti Systems Corp. Cleverciti has over a decade of experience in the smart city and smart parking space. We are regarded by many as the industry leader in parking occupancy detection and guidance. We are trusted by some of the world's leading cities, including Los Angeles, Miami, and Cologne to deliver our smart parking solutions with quality and reliability. Many of our municipal customers have long-term contracts, up to 10 years, reflecting our mutual commitment to their success and their confidence in Cleverciti to be able to reliably deliver long-term. Cleverciti has the strong financial backing of globally renowned investors including The Westly Group (led by Steve Westly, former State Controller of California), SPDG (one of the two major shareholders of the publicly-traded D'leteren Group, Belgium's largest mobility group), EnBW New Ventures (one of Germany's largest utilities), and KfW Bank. Details can be found on https://www.cleverciti.com/en/investors Together, Cleverciti's investors have invested over \$30 million in the company, providing a strong foundation for long-term growth and reliability for our customers. As a privately-held business, Cleverciti's financial statements are confidential and not disclosable in this RFP response.	*
13	What is your US market share for the solutions that you are proposing?	Based on our internal research and tracking of specific deals in the market, we believe that we hold at least 20% of the US market for outdoor parking occupancy detection.	*
14	What is your Canadian market share for the solutions that you are proposing?	We are relatively new to Canada, and believe our Canadian market share is less than 5%.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	b) Cleverciti manufactures the majority of our own hardware but also provides the service to our partners of managing the data being collected and shared in real-time. The commercial representatives of Cleverciti are full-time employees. All staff supporting the installation and service from Cleverciti are also full-time employees. If a purchase is made through one of our Value Added Resellers (see question 27), we still provide direct service from our service team.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	There are no required certifications. However, we have implemented a variety of industry-leading practices including holding an active ISO 9001 certification (including for our manufacturing facility). The datacenter providers we use are certified under ISO 27001.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	N/A	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	1. Transport for Wales Innovation Day - Cleverciti was selected as the overall winner of Transport for Wales innovation lab in 2020 focusing on ideas to improve customer experience for railway users. Transport for Wales saw Cleverciti as a solution to solve a problem they face daily on their network and plans to roll out the Cleverciti solution across its network. 2. Most influential CEO of 2023 in Smart Parking - David Parker, Cleverciti's CEO was named most influential CEO of 2023 for Smart Parking A full list of awards received by Cleverciti can be found on our website https://www.cleverciti.com/en/awards/ .	*
20	What percentage of your sales are to the governmental sector in the past three years	~80%	*
21	What percentage of your sales are to the education sector in the past three years	<10%	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	None	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Miami Parking Authority	Angel Diaz	(305) 373-6789 ext. 267	*
City of Redwood City, CA	Christian Hammack	(650) 780-7378	*
City of Bend, OR	Tobi Marx	(541) 232-8583	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Redwood City	Government	California - CA	Live data collection + wayfinding and vehicle guidance on-street and across seven surface lots, eleven garages, and over 4,500 parking spaces. Mobile app for turn-by-turn navigation, integration with the city's mobile payment system and multi-space pay stations, ensuring a connected and seamless experience across the city's full parking ecosystem.	- 4500 Managed Spaces - 88 Cleverciti Sensors - 12 Indoor Sensors - 23 Circ360 Signs - 6 Cleverciti Signs - Cleverciti App	\$1,317,000	*
City of Bend	Government	Oregon - OR	Live data collection to inform dynamic pricing downtown and manage the curb + wayfinding and vehicle guidance	- 562 ManagedSpaces - 58 Cleverciti Sensors - 08 Circ360 Signs - 03 Cleverciti Signs	\$328,000 (new client, assumes 3 year term)	*
Miami Parking Authority	Government	Florida - FL	Live data collection for curb management and parking guidance in midtown Miami.	- 249 ManagedSpaces - 43 Cleverciti Sensors - 12 Circ360 Signs	\$312,000	*
LADOT	Government	California - CA	Live data collection to track driver behavior and inform policy change for LA Express Park on Abbott Kinney Blvd in Venice Beach.	-183 ManagedSpaces - 26 Cleverciti Sensors - 08 Circ Signs	\$161,000 (new client, assumes 3 year term)	*
Toronto Parking Authority	Government	ON - Ontario	Live data collection pilot on Spadina Ave in downtown Toronto + wayfinding and vehicle guidance for off-street lot, including EV charging spaces.	-171 ManagedSpaces -16 Cleverciti Sensors - 01 Cleverciti Sign	\$82,000	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Cleverciti has 4 full-time employees in it's sales staff. The US team is distributed geographically across the country, including Nevada, New York and Virginia.	*
27	Dealer network or other distribution methods.	Our Value Added Reseller (VAR) network includes: Passport Labs (US and Canada), Ensign Technology (US and Canada), Rogers Communications (Canada).	*
28	Service force.	Cleverciti has 7 full-time employees in it's service staff.	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Cleverciti's ordering process is as follows: Customer expresses initial interest in an order, and identifies the location that is planned for the Cleverciti deployment Cleverciti builds a detailed plan showing the location of each sensor, guidance sign, and parking space within the scope of the deployment Depending on the project scale, an in-person site walk may be conducted by Cleverciti's sales engineering team Customer and Cleverciti sales staff collaborate and agree on scope of work (SOW). The SOW informs pricing and triggers a quote Customer either signs quote or issues a purchase order for the same. Cleverciti's service staff then takes the lead on the implementation process. Sales remains involved to ensure milestones are hit. Once project "go-live" occurs, Cleverciti service staff hold bi-weekly (or different schedule, as agreed with the customer) meetings for customer support. If an order is brought via distributor, dealer or others, they're included, however the ordering process remains the same to ensure quality control.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Each Cleverciti customer is assigned a dedicated service staff representative for centralized communications and support. Additionally, Cleverciti has documented SLA standards (See Attached) in place to cover all aspects of the solution in place. For example: A. Cleverciti offers the following 24/7 services Network Management System Monitoring B. Any incident notifications regarding the below listed system disruptions shall be sent either by e-mail, text message, phone call or by opening a ticket in the Cleverciti Online Service Desk: E-mail ccs.support@cleverciti.com Online Service Desk (per login) https://www.cleverciti.com/en/get-support Emergency Service Number +1 (855) 450-0734 Regular Business Hours Monday to Friday (excluding US public holidays) 8.00 am to 5.00 pm Pacific Time C. Any occurring disruptions shall be classified in priority categories and shall be processed in accordance with the stated notification and analysis times. Cleverciti shall inform Customer about the status and success of the remedy. See attached SLA for details. -Power, internet and local infrastructure failures are outside of Cleverciti's responsibility.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Cleverciti is fully equipped and eager to provide services to any/all Sourcewell participants. Furthermore, since we manufacture our own hardware, we are able to rapidly scale to meet the demands of this growing sector.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Cleverciti's client base already includes Candian based customers and VARs. Cleverciti will continue to extend the same level of commitment and support to Canadian based customers. Our partnership with Rogers in Canada (the leading telecom provider) provides us with a large sales network within the Canadian market and best-in-class cellular connectivity options for our devices.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We fully service all of Canada and US.	*

34	Identify any Sourcwell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We provide our solution to all verticals in all sectors and do not exclude any sectors.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Cellular connectivity pricing is subject to availability + quality of Cleverciti's current cellular provider, which is currently T-Mobile's network in the US and the Rogers network in Canada. Alternative connectivity options are available, including the customer providing its own SIM cards. Otherwise, no restrictions.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Cleverciti's marketing strategy includes a multi-pronged approach to amplify the message of the Sourcwell contracting opportunity. Cleverciti will: - Utilize it's social media voice to reach it's 3,400 followers on LinkedIn - This message is multiplied when done in collaboration with other participating organizations such as the Open Mobility Foundation and municipal partners. - Utilize it's print voice by including the Sourcwell contracting opportunity in industry publications such as the International Parking and Mobility magazine with over 10,000 monthly readers. - Utilize our voice as Subject Matter Experts when speaking on panels where we highlight both our technology as well as procurement options to launch pilots. Typical events we speak at include: Open Mobility Foundation (OMF), Comotion, MOVE America, Smart Cities Connect, Cities Today, Forward Summit, International Parking Mobility Institute (IPMI) National Parking Association (NPA), Canadian Parking Association (CPA) and regional affiliates such New England Parking Conference (NEPC), Florida Parking and Transportation Assoc (FPTA), Southwest Parking Transportation Assoc (SWPTA), Pacific Intermountain Parking Transportation Assoc. (PIPTA).	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Cleverciti uses a myriad of technology to enhance our marketing effectiveness. In addition to what is described we also use sophisticated automated marketing campaigns via our CRM Hubspot to target key verticals and people. Our are crafted around specific analytics and messaging to maximize message penetration. We would use the same methodology to incorporate the Sourcwell opportunity to reach all 20,000+ contacts across the US and Canada	*
38	In your view, what is Sourcwell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcwell-awarded contract into your sales process?	Ideally Sourcwell would take a "partnership" approach to promote successful projects stemming from this RFP. As such, Sourcwell will use it's marketing voice to promote "how & when" a contract is secured via Sourcwell. From a Cleverciti perspective, procurement is a frequent topic of discussion with our clients. The Sourcwell contract option will be fully integrated within our sales process and included in all discovery conversations as a streamlined procurement method that avoids a traditional RFP process.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Cleverciti does not offer a e-procurement system.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcwell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	All system training is included and provided directly from Cleverciti employees. Training includes: - Sensor installation and maintenance (optional) - Signage installation and maintenance (optional) - CleverPortal (standard): analytics configurations, report configurations, dashboard set up, messaging template selections, device monitoring and user management. There is no cost for training.	*

41	Describe how your products and services will impact safety and reliability; such as improvement to safety of systems for pedestrians, bicyclists, and the broader traveling public, improve emergency response, etc.	Parking search is dangerous. Drivers searching for parking are distracted reading signs and looking for available spaces, they are driving slower than other vehicles on the roadway, and they make frequent and sudden turns. Every unnecessary turn we eliminate on the search for a parking space is one less turn through a bike lane and one less turn through a pedestrian crosswalk. This is where the most devastating accidents take place within a city core. By clearly and simply guiding drivers to a space, we reduce distraction, reduce turns, and reduce driving time. Furthermore, when we reduce these things we also eliminate unnecessary congestion and emissions. Clean air makes the city cleaner and safer, reducing illnesses like asthma. Less congested roadways also mean everyone saves time: not just drivers searching for parking but also emergency vehicles enroute to an accident.
42	Describe how your products and services will improve curb management to allow dynamic pricing, improvements to business access, traffic flow and curb traffic, and any impacts on essential services.	The Cleverciti solution directly and immediately improves curb management because we empower our users with ability to See, Understand and Communicate what's happening at the curb in real-time. Specifically, regarding "See", the Cleverciti sensor provides real-time occupancy data. This allows parking managers to set thresholds to trigger dynamic pricing or any other live method to control curb behavior in real-time. With Cleverciti, parking managers are no longer relegated to using historical trends in payment data, they can harness accurate, live data to trigger pricing changes at the exact right moments. Regarding "Understand", the CleverPortal provides insight with per space analytics and digital space mapping that unlocks how the curb is being used or abused. Thus, enabling data-based decisions for more effective policies at the curb. Insights include payment compliance, length of stay alerts, loading zone alerts, EV space management, ADA space management. Last regarding "communication", the Cleverciti solution is able to communicate directly to drivers via digital signage where to find parking real-time. Thus, immediately reducing parking search time and vehicle emissions. In studies of Cleverciti deployments, parking search time (and the associated emissions) have been reduced by approximately half through the combination of comprehensive, real-time data and digital signage to guide drivers to available spaces. Additionally, all occupancy data generated can be communicated via the Curb Data Specification (CDS) or API as determined by the customer.
43	Describe your ability to perform projects related to the USDOT Smart Grant Program.	Our solution provides elements of all the pillars USDOT has articulated, including safety, sustainability, equity, operational excellence, and transformative technology. Proven ability to reduce parking search by half combined with safer bike lanes and crosswalks; Allowing EV drivers to locate available chargers and allowing ADA drivers to find available accessibility spaces. We are solving problems with congestion at the curb while also giving our clients the tool of building a digital inventory of their parking assets. This is also a living inventory with real-time insights into turnover and what exactly is happening in each space/zone at any given period of time.
44	Describe any technological advances that your proposed products or services offer.	Our I.o.T AI edge processing model ensures privacy and security while allowing for industry-leading accuracy and reliability. We have compiled what we believe to be the largest parking-related AI training library globally, which allows us our AI models to provide extraordinary accuracy of detection -- which really matters when guiding drivers to a specific available space in a congested area. Our ability to integrate with any source of parking occupancy or payment data allows for all of a city's relevant parking data to be viewed, analyzed, and understood in one place, enabling smart decision making.
45	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Cleverciti was founded to reduce vehicle minutes traveled and to limit congestion and emissions caused by parking search. Each time we install a Cleverciti sensor or digital parking guidance signage, we are directly reducing emissions and traffic congestion. Therefore, our green initiative is our entire company: focusing on scaling the deployment of our solutions as quickly as possible to realize maximum impact for our society.

46	Detail any benefits or impact on the climate realized from your offering such as: the reduction of congestion and/or air pollution, including greenhouse gases or improvement of energy efficiency.	The primary point source of emissions in a city is vehicle traffic. Per the book "The High Cost of Free Parking" and author Professor Donald Shoup's research, approximately 30% of traffic congestion in urban cores is the result of parking search. When effectively deployed, our solution can reduce parking search by half (proven by studies conducted on Cleverciti's clients; for one example, see the Cologne case study attached to this submission). Combining these three points, Cleverciti can reduce the primary point source of emissions in a city by approximately 15%. Further confirming the impact: after deploying Cleverciti's solution across one district of the city, Cologne incorporated a full citywide rollout of the solution in their "CO2 Neutral in 2035" plan, by optimizing the use of parking spaces across the entire city and putting a system in place to guide drivers, they eliminate unnecessary search traffic and significantly reduce CO2 emissions. Additional details of the Cologne study have been extracted from the attached case study and included below: With our newly installed guidance displays, drivers can now avoid searching for available parking for extended periods of time, improving their overall experience and reducing vehicle emissions. On-site test drives have shown that parking search time can be reduced by 45% by providing information about the location of available parking space through the Cleverciti system as opposed to a random search. At the same time, the distance driven could be reduced by 41%. In the process, 145 test drives were carried out during the day on weekdays at three different locations and at a parking space occupancy rate between 95 and 99%. Prior to the installation of the Cleverciti solution, the occupancy rate was at 88% between 10 am and 6 pm on weekdays. This result was based on the measurement of 10,000 parking spaces/events. After the Cleverciti guidance system had been deployed, the parking capacity usage increased by nearly 8 percentage points to 96%. In other words, two thirds of parking spaces that previously remained unoccupied can now be found by drivers, meaning that the limited outdoor parking capacities are being used in an optimal way with the Cleverciti Sensors providing real-time information about each individual parking space. This data can also be used by city officials to further optimize the parking management in this area and in other parts of the city.
47	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A
48	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	N/A
49	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Cleverciti is unique in the Curb Management space in that we're the only end-to-end manufacturer & full-service software provider. Specifically, we manufacture our hardware, and have unique product offerings only found at Cleverciti such as our patented Circ 360 Ultra wayfinding signage. Our hardware vertically integrated with the CleverPortal intelligence platform provides unparalleled parking experience for driver and unparalleled management capabilities for municipalities.

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
50	Do your warranties cover all products, parts, and labor?	Cleverciti's products can be bought as "Capex" or subscribed to as "SaaS" (Solution as a Service). If the SaaS model is chosen, Sourcewell customers receive a turnkey "solution as a service" with an SLA for us to provide the relevant data. This means if a hardware device is defective, Cleverciti will provide a replacement device or repair the defective device throughout the duration of the contract term. This includes bench labor. If a customer chooses to purchase the solution (CAPEX), a standard 1 year parts warranty applies on all hardware supplied by Cleverciti, which may include repair, exchange or replacement depending on the support options available for that particular component. In either of the above models, Sourcewell members have the option to purchase an additional on-site labor warranty. For our software platform, including the CleverPortal, the warranty and associated SLA are provided throughout the duration of the contract term. Software fixes can usually be performed remotely See the Warranties section of our terms and conditions that are included in our package of Standard Transaction Documents for details about the warranty.
51	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	There are no usage restrictions or other limitations outside of what is already described in our standard terms and conditions. *
52	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, the On-Site Labor Warranty includes the cost of travel time and mileage to perform warranty repairs. *
53	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	We cover and service all geographic regions of the US and Canada. In areas where we don't have our own technicians, we subcontract with local or regional firms to provide these services. *
54	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Yes, we will cover warranty service for all items that are a part of our proposal. *
55	What are your proposed exchange and return programs and policies?	We are committed to ensuring maximum possible uptime for our clients. Therefore, we maintain stocks of major components regionally, and for large projects it is also possible to maintain stocks of major components on-site. To maximize speed and reduce troubleshooting time, for Sensors we typically swap the device if a fix cannot be quickly identified. For digital signage, we have designed the devices to be "front service" which means most maintenance can occur without the cost/headache of removing the device from the pole. Details of our warranty are included in the Warranties section of our standard terms and conditions. *
56	Describe any service contract options for the items included in your proposal.	SaaS: standard parts and bench labor warranty included for duration of contract term Capex: standard parts and bench labor warranty included for 1 year with option to extend the warranty for additional years On-Site Labor Warranty: optionally available for either SaaS or Capex. Software: all software (e.g. CleverPortal) is warranted throughout the duration for the contract.

Table 98: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
57	Describe any performance standards or guarantees that apply to your services	Cleverciti's accuracy has been independently tested and verified at over 98%. We design all of our sensor plans to meet this high standard. Because the Cleverciti Sensor is always checking the real-time status of each vehicle, this is a total accuracy rate, and is not subject to any accumulation of errors over time. With such a high accuracy rate, drivers build trust in the system and learn that they will find a space most quickly if they follow the guidance. Representative components of each type will be assembled and provided to the software team for in-house testing of the software applications. There are certain points within the process where quality checks are performed in accordance with Cleverciti's quality assurance procedures. To further enhance our quality processes and promote continued improvement, Cleverciti maintains ISO 9001 certification and adheres to the established high-quality management principles including a strong customer focus, leadership and motivation from top management, process approach, and evidence-based decision policies. Utilizing ISO 9001 processes help ensure that customers receive consistent, quality products and services. Additional details on the driving principles of ISO certifications can be found in the ISO Quality Management Principles document available at: https://www.iso.org/files/live/sites/isoorg/files/store/en/PUB100080.pdf,
58	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	Further to the above, please see SLA Template attached. Additionally, each Cleverciti solution deployment is designed in collaboration with the customer. As a part of the design process specific KPI's and metrics are attached to the Scope of Work to measure the success of the project.
59	Describe how you will measure cost savings and/or performance improvements with the utilization of your solutions.	(Please reference attached case studies) Prior to deployment, Cleverciti works in collaboration with the end user to capture data points to baseline on space turnover, asset utilization, enforcement efficiency, parking search time and payment compliance. We then monitor those data points via our reporting suite to reflect ROI and system performance. Examples have shown operating expenses can also decrease by 10% (Denison Parking), and over 50% enforcement increase with Clever Compliance. The increase in efficiency allows the same team to cover a much larger area in less time. Asset utilization has been measured to increase by 8%. We can see this by consistently tracking the ratio of available vs occupied spaces, and compare to similar days/times. With logical guidance and reliable data, drivers are guided to underutilized spaces. They learn to trust the system and decrease parking search time by up to 55%. This can lower overall congestion and CO2 emissions by up to 15% (assuming 30% of traffic is parking search)
60	Describe how you use Curb Data Specification (CDS) and how you would further develop these standards in the future.	Cleverciti already collects curb data within CDS and remains an active participant with the OMF to develop the evolution of CDS. The core focus of our solution is to track curb usage, share data in real-time, and digitally map the curb. These are the exact functions of the APIs within CDS.
61	Describe your experience with Mobility Data Specification (MDS), as well as how you use MDS to help improve agencies' transportation systems.	The Cleverciti solution is not involved with projects that require MDS.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
62	Describe your payment terms and accepted payment methods.	Cleverciti's standard payment terms are Net 30 and we accept check, wire transfer, or ACH. Invoicing is per our standard terms (see section Payment Terms).	*
63	Describe any leasing or financing options available for use by educational or governmental entities.	Our Solution as a Service (SaaS) model allows customers to benefit from Cleverciti's technology without having to pay in full up front. Economically, this has benefits similar to a lease.	*
64	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We have provided: * a template of our quote and order form * our standard service level agreement (SLA) * our standard terms & conditions for Capex ("General Terms and Conditions for the Sale of Hardware and the Provision of Parking Management Services") * our standard terms & conditions for SaaS ("General Terms and Conditions for the Provision of Parking Management Services")	*
65	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcwell participating entities for using this process?	No	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcwell Price and Product Change Request Form.

Line Item	Question	Response *	
66	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	We are offering the product-category discount model to Sourcwell clients. In the pricing sheet attached, we have included our list price, and the discounted price for SourceWell members.	*
67	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Cleverciti is offering Sourcwell members a discount of 10% off list pricing for most products and services. The only exceptions are those that have direct third party costs (such as cellular connectivity) or are primarily labor (such as onsite labor warranty).	*
68	Describe any quantity or volume discounts or rebate programs that you offer.	The Sourcwell member offer already provides a substantial volume discount. There are no additional volume discounts included, however for large orders we will work with each Sourcwell member to identify potential additional discounts for certain products based on economies of scale we can realize - thereby sharing the benefits of those economies with Sourcwell's members.	*

69	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	For installation costs we will offer pricing at our cost plus 25%. For on-site labor warranty costs we will offer pricing at our forecasted cost plus 25%. The above is necessary because installation and on-site labor warranty costs usually rely on a local subcontractor and are very different depending on the prevailing wage in the local area and the travel time to the job site. The markup includes our team's time to oversee and manage the subcontractor. For any other item requested by a Sourcewell member that does not fall into a "standard" offering, Cleverciti will provide a custom quote for the request. We will prepare the quote based on the average margin we earn on similar "standard" offerings.	*
70	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	It is important to us that our customers are not surprised by unexpected costs of a project. Our offer will always include the full cost to achieve a fully-functioning system, with any exceptions (customer responsibilities) called out in the offer and its terms and conditions. For example, permitting is usually the responsibility of the customer. Frequently to save cost, the customer chooses to be responsible for the installation. In order to run the devices, the customer is always responsible for providing electrical power to the installed devices.	*
71	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	We have a team at our manufacturing facility which is responsible for coordinating all shipping. Due to the large volume of shipping we perform, we have favorable rates with multiple providers. We shop for the best rates and pass savings along to our customers.	*
72	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We are able to ship to most countries around the world, and to all US states (including Alaska and Hawaii). The value of our specialist team responsible for shipping is that they have learned over the years the best options for different geographies, customs rules, etc. We collaborate with the customer to define the best freight solution for them in the context of the broader project.	*
73	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We always maintain a stock of Cleverciti Sensors, and also strive to maintain a stock of Circ signage and some of our most common larger Signs. This allows us to keep lead times low. If a customer needs a custom-order Sign, we can usually accommodate that within a 2-3 month lead time, and can also start a project by installing the Sensors, mapping the spaces, and setting up the CleverPortal before the Signs are ready. With this approach, a project can be quickly installed even if there is a Sign that was ordered that is not in stock.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
74	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
75	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	We have a CRM system and standard price lists that everyone in our company uses. If a potential customer has identified themselves as a Sourcewell member, we will offer them Sourcewell member pricing. We will communicate this to our reseller partners as well. Our finance team has standard month-end and quarter-end closing practices that the admin fee calculation for Sourcewell will be built into. The finance team will build a report that references our CRM to identify each customer that is flagged as a Sourcewell customer and will then gather the revenue and payments data for that customer. This will ensure that we are accurately reporting admin fee calculations to Sourcewell.	*
76	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We track a wide variety of metrics to ensure the success of each program we participate in. In this case, we plan to track the following: Leads generated from Sourcewell members Opportunities generated from Sourcewell members Close rate of opportunities generated from Sourcewell members Total Contract Value signed from Sourcewell members Revenue retention rate of Sourcewell members	*
77	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We propose the following administrative fee structure: 2% of revenue recognized under the Contract after payment has been made in full by the Sourcewell member.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
78	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	*Please see attached for supporting images of our products and services The Cleverciti Sensor - Overhead AI Sensor System: The Cleverciti Sensor monitors any type of parking space, whether marked or unmarked spaces, lanes or areas, including loading zones and any other no-parking or restricted areas, for real-time vehicle occupancy. The sensors are typically mounted on lampposts, buildings, or other existing infrastructure, as high positions increase the range of the sensors, of up to 100 spaces per sensor. Cleverciti is the only intelligent parking management solution to harness the power of sophisticated edge computing, artificial intelligence, and deep learning to accurately detect available parking spaces in real-time at an accuracy rate independently verified to be >98% in most conditions. This information assists leaders in both the public and private sectors in streamlining parking management, better serving the general public, and helping solve some of the most urgent challenges facing cities today. Cleverciti's range of a single sensor is unmatched. It covers the area on both sides of the lamppost with dual wide-angle lenses. In an on-street environment, the sensor covers both sides of the street. Four GPS position points per vehicle are transmitted by the sensor system, allowing the system to differentiate large vehicles like delivery vans from smaller vehicles like passenger cars. The sensors leverage optical detection, high end image processing, and edge computing, coupled with Artificial Intelligence (AI) to detect whether a parking space is open or occupied. Cleverciti has developed what we believe to be the world's largest parking AI data set, amassed over a period of more than a decade. The	

knowledge base is growing considerably each year. In AI, volume of quality training data is crucial to optimal performance, and our proprietary AI data set ensures Cleverciti offers superior accuracy - independently verified to be greater than 98% accurate.

All data is processed directly onboard the sensors in high-performance edge-processing units and only essential GPS data and information on parking availability is sent to the cloud and/or local servers. This approach ensures that privacy in public space is always safeguarded. The sensors are fully compliant with privacy regulations in the public space, as no video streams are transmitted by the sensors. They have been deployed in hundreds of locations across the globe. Cleverciti Sensors strictly focus on the parking areas only and do not capture or read license plates. Aside from complying with even the strictest privacy regulations, for instance in Germany, onboard/edge computing has the additional major advantage of substantially reducing connectivity bandwidth requirements by transmitting anonymous GPS coordinates occupied and available spaces.

The data processed and analyzed on board the Cleverciti Sensor is fully encrypted prior to being transmitted to the cloud-based Cleverciti backend. In the Cleverciti backend, data is further processed and analyzed based on the booked service and desired data output. Final data is sent to various front-end applications such as the CleverPortal for analytics and guided enforcement, mobile apps for navigation. Weatherproof- with deployments in Banff, Miami, and Dubai, our hardware has been tested in the harshest municipal environments on the planet.

The Cleverciti Battery Sensor - Overhead AI Sensor System:

In the event that power availability is not 24/7 and streetlights are on timer, we offer an easy upgrade to our battery sensor. This will allow for continual operation as our sensor batteries will charge every evening when power is on, and run off battery power during the daytime.

Indoor Garage Cameras for Lane & Ramp Monitoring:

Entry / Exit cameras are installed at entrances or exits to lots or garages and are controlled by a central server located at the client site. The solution uses AI to accurately count all entering and exiting vehicles. The solution can be used for counting an entire facility, or for counting levels / areas within a facility. The counts are aggregated in CleverPortal and available for display on guidance signage.

Cleverciti Parking Guidance:

It is crucial to have an effective guidance algorithm, and more parking operations around the world are moving to local guidance on smart signage to provide the parking data exactly at the point where the driver must make a decision. The result is effectively directing drivers to available parking spaces, guiding them away from congested areas. Cleverciti accomplishes this with our customized physical signage options, as well as digitally guiding drivers via app.

The Cleverciti Sign:

Cleverciti Sign is a high resolution, fully Dynamic/Variable Messaging Sign (DMS or VMS) for all outdoor parking, on-street, and garage installations. Combining optimal viewing angles and brightness, it ensures the best legibility in all environments. These signs are completely customizable, modular and scalable to meet all mounting environments and guidance needs.

The ClevercitCirc360:

Cleverciti Circ360 guidance signs are designed to wrap around existing city infrastructure, providing seamless guidance with the smallest physical footprint possible. Circ360 signs are:

- Fully Digital and Dynamic -Parking guidance, messages, and information can be displayed in real-time. Live parking information and guidance is available at critical points and the unique circular, 360-degree display makes information available from all directions.
- Modern, Unobtrusive Design — Circ360 signage can be installed on existing infrastructure and blends in with the streetscape. The modern design naturally wraps around lampposts and integrates perfectly.
- Centrally-Managed - All messages and information can be changed in seconds as an unlimited number of preconfigured templates and messages can be stored and displayed instantly, as needed. Through the CleverPortal administrators can update the guidance plan as situations evolve (such as special events) or even post emergency messaging (such as a lost child or a fire escape path). In the case of a stadium, for example, fully dynamic messaging allows for the guidance to be completely different between arrival times and departure times.
- Smart City Ready — Circ360s can display any Smart City data you want to communicate to its inhabitants. Different information can, for instance, be displayed on the side of the Circ360 facing the pedestrian area or the sidewalk. This information can include weather, current cultural events, emission data, and even advertising to generate additional revenue.

The Cleverciti turn-by-turn guidance is highly efficient in any parking environment, from campuses to city streets to surface lots to garages.

Digital Driver Engagement via Web or Cleverciti App:

In addition to hardware signage, Cleverciti offers the option to send data to app or existing web interface to guide visitors even before they arrive. Anywhere your parkers are looking for information they can now be empowered with real-time parking availability and guidance.

If no app exists already, Cleverciti can build this app and allow parkers to get these insights directly in-vehicle and before even arriving to destination.

RWCParking is an example of an app we built for Redwood City. We have included images in the attachment, but you can also check out the app yourself in the app store or google play.

CleverPortal - Software Platform:

The CleverPortal (Cleverciti's comprehensive software platform) provides both real-time insights and deep analysis capabilities of historical data. The ability to compare location vs location, or different time periods allows for hyper informed decision making when it is time for capital investment or policy change.

Detection & Guidance (Base Package)

The Clever Portal management dashboard delivers access to real-time parking data to simplify operations and reduce parking complexity. Cleverciti's management platform will allow you to map all your parking assets digitally. This digital twin with live insights will empower every parking operation to efficiently manage their valuable parking assets, reduce traffic congestion, increase parking revenues, and improve the overall driver experience.

Includes:

- Digital Twin (comprehensive parking map)
- Remote operation, monitoring, and maintenance of occupancy detection hardware
- Remote content management, operation, monitoring & maintenance of digital signage
- Live Occupancy Analytics + User Management
- Management of Live Per-Space Occupancy Data
- Management of Live Aggregate Occupancy Data (e.g. Zone, Garage, Garage Level)

Deep Analytics Package

The management dashboard offers comprehensive presentation, analytics, and reporting options. Live occupancy status of individual parking spaces and parking times are displayed in maps and time-based views. Based on historical data, analysis for certain periods and groups of parking spaces can be performed and compared to show peak times, peak areas, average parking times, etc.

Users can enable blocking (or other temporary statutes) of individual parking spaces in the system to accommodate construction or other activities such as weekly markets.

Clever Portal provides a complete overview of parking activity, delivering on-demand data through an intuitive, web-based platform. We can monitor both live and historical occupancy data of individual parking spaces or complete parking areas, as well as the average length of stay or exceeded length of stay.

Includes:

- Base Package
- Parking Session Log by Space + Heatmap
- Analytics for: Events, Turnover, Length of Stay, EV Charging, Revenue
- Compare Date Ranges & Areas/Zones
- User Activity History

Compliance Package

Cleverciti's optional Clever Compliance functionality provides real-time violation data and/or alerts including no-parking zones, overstays, EV charger ICEing, and non-payment. This can dramatically improve enforcement efficiency and ensure the highest-priority issues (such as occupancy of a no-parking zone) can be addressed quickly.

With the aggregated payment data your parking operation will be able to see payment compliance by space or by zone (inline with granularity of payment configuration). This metric is available in live view, with color coded zones by compliance level, available in real-time and also via map view option.

All data is available in real-time, but alerts can also be set up to have the ability to respond to issues immediately, as they are happening. Alerts can be issued for any violation the platform identifies in real-time. Once a vehicle has violated an alert will be issued either via email or API.

		Includes: • Deep Analytics Package • Rates & Rules Management • Live View of all Violations (No Parking, LOS, Non-Payment, ICEing) • Violation Alerts (via email or into enforcement) • Visual Verification Alerts • Analytics for Payment Compliance & Violations Driver Engagement Package In addition to hardware signage, Cleverciti offers the option to send data to app or existing web interface to guide visitors even before they arrive. Anywhere your parkers are looking for information they can now be empowered with real-time parking availability and guidance. Includes: • Compliance Package • Public Web View of Occupancy Data • Mobile App with Branding, Mapping, Live Occupancy • App also includes Navigation, Parked Car Finder, Link to Mobile Payment Off-Grid Solar Poles: Solar Pole includes an all-in-one solution with a pole, solar panels, battery, and optional luminaire. The solar panels and battery are rated to provide consistent power to the Cleverciti Sensors or guidance signage deployed on the pole, even with 3-4 weeks of rain or cloud coverage. The battery is rated for 12-15yrs and solar is rated for >30yrs.	
79	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	-Sensors and cameras -Curb Inventory; Digitizing the curb (including live data) -Intelligent Transportation; Wayfinding and parking guidance -Occupancy data sharing	
80	Describe your products and capabilities in regard to integration, such as: Improving integration of systems and promotion of connectivity of infrastructure, connected vehicles, pedestrians, bicyclists, and the broader traveling public.	Our REST API allows for our data to be shared in real-time. We work with our partners to seamlessly merge various data streams including your payment data, EV charging data, PARCS data and/or data from other occupancy sources such as garage cameras. As part of Cleverciti's core offering, Cleverciti ingests transaction data in real-time. This allows for matching of various data with occupancy data. Cleverciti also exports data to any interface needed by our clients, whether an app or website or physical signage, allowing for these real-time insights to be seen from inside vehicles or via connected infrastructure at the curb.	
81	Describe how you will promote public and private sharing of data for the use of open platforms, open data formats, technology-neutral requirements, and interoperability, while ensuring cybersecurity, technology standards, and protection of individual privacy.	Most importantly, our platform does not gather personal information of citizens. We only capture the occupancy status of parking spaces. The Cleverciti Sensor does not read or store license plates. We are members of the Open Mobility Foundation, which pioneered the Curb Data Specification (CDS). CDS provides an open and clear standard, co-developed between industry and municipalities for storing and communicating curb data. We support CDS and were one of the earliest adopters. We also have an open policy to data integrations, allowing data integrations for any third party provider authorized by the city - even if that provider might be viewed as a competitor. We believe that fundamentally, parking occupancy status in the public space should be made available in as many places as possible. We see a future where Google Maps, in-car navigation, autonomous cars, etc. are all able to access the parking rates and rules and real-time parking occupancy status via CDS, and we are pushing the industry in this direction.	

Table 148: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments
82	Digitization of inventory and regulations, including creation of sector or citywide digital curb.	☒ Yes ☐ No	Digitizing the curb by mapping the location of all parking spaces, no-parking spaces, and associated rates and rules. In addition to basic digitization, we also include live data, showing each space when it was parked, when it was paid, and for EV's how long it has been charging. See image library attached.
83	Sensors and cameras, including installation services.	☒ Yes ☐ No	Cleverciti manufactures camera based sensors and process all data at the edge via onboard processing units in each overhead sensor.
84	Issue application programming interfaces (APIs) and build services around them: i. Historical and/or real-time monitoring and performance reporting; ii. Curb availability (parking, loading, etc.), reservations, and driving directions; iii. Predictive modeling.	☒ Yes ☐ No	We are providing both real-time and historical data in our Portal as well as real-time curb availability in the app and via physical signage. See image library attached.
85	Data, software, and hardware implementation, integration, and management; i. Internal and external integration; ii. Integration of old data and collection of new data; iii. Data warehousing.	☒ Yes ☐ No	We integrate with a broad cross-section of the parking industry, ingesting payment data and occupancy data and distributing live occupancy data to third party systems. Our CleverPortal serves as a data warehouse and business intelligence tool, becoming the single point of truth of all occupancy and payment data in a parking operation. The CleverPortal also provides deep analysis tools focused on the key KPIs that parking operators need to effectively manage and optimize their operation.
86	Digitized permit systems, including dynamic pricing.	☒ Yes ☐ No	Our system informs the dynamic pricing methodology, as well as the exact timing of pricing changes. However, we do not sell these digitized permit systems, but do integrate with our partners who offer this service powered by our real-time data.
87	V2I technology with scalability.	☐ Yes ☒ No	N/A While we can present occupancy data in-vehicle we do not consider ourselves V2I technology, and rather part of the engine to generate the data being shared across V2I deployments
88	Intelligent transportation systems, such as transit signal priority, transportation system controllers, and digital signage.	☒ Yes ☐ No	Cleverciti designs and customizes digital signage. These signs are used to share occupancy data at key points of ingress and/or key decision making points for drivers. These signs are modular and customizable and clients can use to present any data they wish, in any form.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Pricing](#) - Sourcewell Pricing - US and CA.pdf - Monday December 04, 2023 11:46:33
- Financial Strength and Stability (optional)
- [Marketing Plan/Samples](#) - Sourcewell_ Marketing Examples_Final.pdf - Thursday November 30, 2023 12:18:40
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information (optional)
- [Standard Transaction Document Samples](#) - SLA + T&C + Quote Template.zip - Monday December 04, 2023 11:46:45
- [Requested Exceptions](#) - RFP_120423_Curb_Management_Technologies (Cleverciti Redline).docx - Monday November 27, 2023 06:44:59
- [Upload Additional Document](#) - Image Library Case Studies.zip - Monday December 04, 2023 10:42:12

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
 1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: <https://www.treasury.gov/ofac/downloads/sdnlist.pdf>;
 2. Included on the government-wide exclusions lists in the United States System for Award Management found at: <https://sam.gov/SAM/>; or
 3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☒ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - David Parker, President, Cleverciti Systems Corp.

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

☒ Yes ☐ No

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document. Check the box in the column "I have reviewed this addendum" below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_9_Curb_Management_Technologies_RFP_120423 Wed November 22 2023 09:20 AM	☒	3
Addendum_8_Curb_Management_Technologies_RFP_120423 Tue November 21 2023 04:42 PM	☒	2
Addendum_7_Curb_Management_Technologies_RFP_120423 Mon November 20 2023 04:39 PM	☒	5
Addendum_6_Curb_Management_Technologies_RFP_120423 Tue November 14 2023 04:30 PM	☒	2
Addendum_5_Curb_Management_Technologies_RFP_120423 Fri November 10 2023 04:30 PM	☒	1
Addendum_4_Curb_Management_Technologies_RFP_120423 Wed November 8 2023 04:04 PM	☒	1
Addendum_3_Curb_Management_Technologies_RFP_120423 Mon October 30 2023 03:54 PM	☒	3
Addendum_2_Curb_Management_Technologies_RFP_120423 Fri October 27 2023 02:12 PM	☒	1
Addendum_1_Curb_Management_Technologies_RFP_120423 Fri October 20 2023 04:21 PM	☒	2

SCHEDULE B – SCOPE OF SERVICES



Client: **Park City, UT**
 Project Area: **China Garage**
 Date: **June 10th 2024**
 Pricing: **Capex (EnSight) + SaaS (Cleverciti)**

	QTY	Unit Price	Sum (one time)	Sum (monthly recurring)
1 Hardware				
2 Cleverciti I.o.T. Sensor CCP-120TR ES15: Overhead Sensor for On-Street and Off-Street Parking Space Management	13	\$ 63.00		\$ 819.00
3 Cleverciti 8-Line Sign with Standard Mounting Bracket: 8-Line all-digital sign for parking guidance at major decision points (200cm X 150cm)	2	\$ 540.00		\$ 1,080.00
4 Cleverciti 5-Line Sign with Standard Mounting Bracket: 8-Line all-digital sign for parking guidance at major decision points (125cm X 150cm)	2	\$ 405.00		\$ 810.00
5 EnSight Vision Processing Unit (VPU)	1	\$ 7,625.00	\$ 7,625.00	
6 EnSight Eyes - Car Counting Cameras: Single Lens camera for car counting	9	\$ 2,500.00	\$ 22,500.00	
7 Sub-Total			\$ 30,125.00	\$ 2,709.00
8 Software				
9 Space Management Solution: Realtime Space Detection, Cockpit dashboard and management tool with live occupancy data, 24/7 Network Management with Global AI deep learning	150	\$ 4.73	\$ -	\$ 709.50
10 INCLUDES - Enhanced Analytics: Saving historical data, occupancy and parking duration statistics, deep analysis functions, visibility of actual length of stay in live cockpit	150	\$ -	\$ -	\$ -
11 Operations of DMS Sign: Ongoing operation, Template Control and Personalizations, 24/7 network monitoring, and cloud connectivity	4	\$ 27.00	\$ -	\$ 108.00
12 Garage Zone: Mapped, Managed and Detected	1	\$ 787.50	\$ -	\$ 787.50
13 Sub-Total			\$ -	\$ 1,605.00
14 Configuration and Integrations				
15 Cleverciti Sensor: Setup and Configuration (per space)	150	\$ 22.50	\$ 3,375.00	\$ -
16 Standard Setup Service for DMS Sign including data integration and standard layouts	4	\$ 247.50	\$ 990.00	\$ -
17 Sub-Total			\$ 4,365.00	\$ -
18 Connectivity				
19 Sensor Cellular Connectivity	13	\$ 17.50	\$ -	\$ 227.50
20 Cleverciti DMS Signs Connectivity	4	\$ 9.75	\$ -	\$ 39.00
21 Sub-Total			\$ -	\$ 227.50
22 Travel, Install, Shipping and Planning				
23 Cleverciti: Consultation, Planning, & Design	1	\$ 7,525.00	\$ 7,525.00	\$ -
24 Cleverciti: Onsite installation support and system training (man days)	1	\$ 2,500.00	\$ 2,500.00	\$ -
25 EnSight: Project Management, System Engineering, Software Configuration Services	1	\$ 13,250.00	\$ 13,250.00	\$ -
26 EnSight: System Commissioning, Go-Live Support Hours	1	\$ 6,250.00	\$ 6,250.00	\$ -
27 Shipping for Sensors	13	\$ 100.00	\$ 1,300.00	\$ -
28 Shipping for DMS Signs	4	\$ 1,230.00	\$ 4,920.00	\$ -
29 Shipping for EnSight Hardware	1	\$ 1,000.00	\$ 1,000.00	\$ -
30 Installation: to be completed by the Client		N/A	N/A	N/A
31 Sub-Total			\$ 36,745.00	\$ -
32 Discount			\$ (2,500.00)	
33				
34 Total Upfront Cost for Park City			\$ 68,735.00	
35 Total Monthly Cost for Park City				\$ 4,541.50
36				
37 NOTES:				
38 Client is responsible for installation of hardware. Client to receive on-site installation training and support from Cleverciti staff.				
39 Client agrees power is available and running 24/7 at each location identified for device				
40 Client agrees to perform any tree trimming that would interfere with device's ability to perform				
41 Client agrees to perform ongoing onsite maintenance of the system (lens cleaning, replacement of failed devices)				
42 Client agrees to secure any necessary permitting required for use of the identified poles				
43 If new poles are required, Client agrees to install poles and run power to additional poles needed for solution coverage and is responsible for civil work				
44 Responsibilities of the parties to be detailed in Scope of Work				
45 Quote assumes Capex approach to pricing for EnSight hardware (owned by Client) & SaaS approach to pricing for Cleverciti hardware (owned by Cleverciti)				
46 Quote is in USD				
47 Term of Agreement is 60 Months				
48				

SCHEDULE C – CONTRACTOR TERMS AND CONDITIONS

As described in Schedule B, the EnSight hardware is sold on a Capex basis. The rest of the solution is provided on a Solution as a Service (SaaS) basis.

The relevant terms are included by reference from <https://www.clevercity.com/en/terms> :

- (1) Capex: "General Terms and Conditions for the Sale of Hardware and the Provision of Parking Management Services"
- (2) SaaS: "General Terms and Conditions for the Provision of Parking Management Services"



City Council Staff Report

Subject: Amendments to Title 11-15 “Soil Cover Ordinance”

Author: Ryan Blair

Department: Economic Development

Date: October 24, 2024

Recommendation

Review and consider amendments to the Park City Code, Title 11-15 “Landscaping and Maintenance of Soil Cover” (Soil Cover Ordinance). The proposed amendments better align the City Code with State and Federal regulations, align cap requirements with the most recent 2024 EPA updated guidelines, and clarify aspects of soil disposal requirements. Together, these amendments will continue the effort to renovate our soil remediation regulations as State and Federal policies, technology, and research evolve.

Executive Summary

Park City’s first [Landscaping and Maintenance of Soil Cover Ordinance](#) was passed in 1988 by the Park City Council. The Ordinance outlines steps residents must take if they reside within its geographic boundary. A map can be found [here](#). The steps include a protective “cover” at least 6” depth, dust and runoff controls, and how to properly dispose of soil at an approved facility.

Over the years, the Ordinance has been amended to reflect new boundary expansions, as previously unidentified contaminated areas were discovered as Park City grew and expanded. The Ordinance has also been updated to reflect changes in State and Federal regulatory guidelines, often a guide for local environmental ordinances.

In early 2023, Mayor Worel convened the [“Legacy Mine Soil Roundtable”](#) to consider necessary modifications to the City’s “Soil Cover Ordinance” and continue regulatory efforts to maintain a current ordinance and best practices. A recommendation from the Roundtable was to thoughtfully explore changes to the language and boundary provisions of Park City’s Ordinance.

As a result of the Roundtable’s recommendation, the City Council made [preliminary changes to the ordinance on June 1, 2023](#). These changes focused on cleaning up language around the use of soil generated within the boundary, clarifying when soil testing is required, and clarifying enforcement mechanisms.

The Environmental Regulatory program proposes additional changes to reflect soil reuse best management practices, update the definition of the soil cap and reduce penalties within the Ordinance.

Proposed Amendments

Changes Throughout Ordinance

- Specify that “owners” are “real property owners.” The added clarification highlights that it is a landowners responsibility to follow the ordinance.
- Changed “acceptable media” to “approved topsoil.”
- Updated “approved topsoil” to also include asphalt, concrete, permanent structures or paving materials. This and the previous bullet point simplifies the ordinance to one definition of the cap, IE “approved topsoil” and includes all types of materials that could be used to achieve a cap.
- Added “mine and mill” to references of “tailings.” These updated references clarify the type of contamination in town and limits the provisions of the ordinance to only mine and mill tailings.

Changes to 11-15-5 Management of Area Soil

Proposed amendments specify that material may be reused or relocated in accordance with State and Federal laws. This change allows property owners to characterize and segregate contaminated soils on their property from clean soil and properly dispose of and reuse each type in accordance with environmental laws.

As a concept, regulated and monitored segregation was originally proposed by the [2013 Blue Ribbon Commission](#) and reinforced by the Legacy Mine Soil Roundtable in 2023. Further amendments clarify the appropriate reuse of soils on real property. We agree with the 2013 and 2023 recommendations and find no cause to prohibit responsible testing, monitoring, and reuse, provided it complies with applicable regulations.

Changes to 11-15-7 Certificate of Compliance

Proposed amendments remove a separate standard for vacant real property and the soil cover requirements of sections 11-15-2, 11-15-3, and 11-15-4. In January 2024, [the EPA lowered](#) lead-in-soil screening levels from 400 to 200 ppm.

For many years, Park City’s ordinance was more restrictive than the EPA standards. These proposed changes will only impact vacant real property within the ordinance boundary and would only impact a handful of properties. We recommend a single standard for all property types (vacant and occupied) in order to increase the ease of enforcement and decrease the likelihood of exposure to mill and mine tailings.

Changes to 11-15-12 Failure to Comply with Chapter

Proposed amendments address when compliance with the Ordinance is required. We recommend reducing the penalty from a Class B misdemeanor to an infraction, consistent with recent City Council policy direction on other ordinances. We find that most violations are quickly addressed by enforcement.

Funding

No funding is required.

Exhibit A: Soil Cover Ordinance Proposed Amendments
Exhibit B: Ordinance No. 2024-19

11-15-2 Minimum Coverage ~~With with~~ Topsoil or Other Acceptable Media

- A. All real property within the Soils Ordinance Boundary must be covered and maintained with a minimum cover of six inches (6") of approved topsoil or acceptable cover described in Section 11-15-3 ~~over soils exceeding the lead levels specified in Section 11-15-7~~, except where such real property is covered by asphalt, concrete, permanent structures or paving materials.
- B. As used in this Chapter, "approved topsoil" is soil that does not exceed 200 mg/Kg (~~†~~Total) lead, representatively sampled and analyzed under method SW-846 6010.
- C. Parking of vehicles or recreational equipment shall be contained on impervious surfaces and not areas that have been capped with ~~acceptable media~~ approved topsoil.

HISTORY

Amended by Ord. 03-50 on 12/11/2003

Amended by Ord. 05-02 on 1/13/2005

Amended by Ord. 2023-27 on 6/1/2023

11-15-3 Acceptable Cover

- A. All areas within the Soils Ordinance Boundary where real property is covered with six inches (6") or more of "approved topsoil" defined in Section 11-15-2 (B) must be vegetated with grass or other suitable vegetation to prevent erosion of the 6" topsoil layer as determined by the Building Department.
- B. Real pProperty Owners who practice Water Wise Landscaping are allowed to employ a weed barrier fabric if the barrier fabric is covered with six inches (6") of rock or bark and maintained to prevent soil break through.
- C. As used in this Chapter, "soil break through" is defined as soil migrating through the fabric and cover in a manner that exposes the public and shall be deemed in violation of this Chapter.
- D. As used in this Chapter, Water Wise Landscaping - as defined in the Land Management Code 15-15 - within the Soils Ordinance Boundary remains subject to the regulations within this Chapter.

HISTORY

Amended by Ord. 03-50 on 12/11/2003

Amended by Ord. 2019-30 on 5/30/2019

Amended by Ord. 2023-27 on 6/1/2023

11-15-4 Additional Landscaping Requirements

In addition to the minimum coverage requirements set forth in Section 11-15-2 and the vegetation requirements set forth in Section 11-15-3, the following additional requirements shall apply:

- A. **FLOWER OR VEGETABLE PLANTING BED AT GRADE**. All flower or vegetable planting beds at grade shall be clearly defined with edging material to prevent edge

drift and shall have a minimum depth of twenty-four inches (24") of approved topsoil so that mine and mill tailings are not mixed with the soil through normal tilling procedures. Such approved topsoil shall extend twelve inches (12") beyond the edge of the flower or vegetable planting bed.

- B. **FLOWER OR VEGETABLE PLANTING BED ABOVE GRADE.** All flower or vegetable planting beds above grade shall extend a minimum of sixteen inches (16") above the grade of the six inches (6") of approved topsoil cover and shall contain only approved topsoil.
- C. **SHRUBS AND TREES.** All shrubs planted after the passage of this Chapter shall be surrounded by approved topsoil for an area, which is three times bigger than the rootball and extends six inches (6") below the lowest root of the shrub at planting. All trees planted after the passage of this Chapter shall have a minimum of eighteen inches (18") of approved topsoil around the rootball with a minimum of twelve inches (12") of approved topsoil below the lowest root of the tree.

HISTORY

Amended by Ord. 03-50 on 12/11/2003

Amended by Ord. 2023-27 on 6/1/2023

11-15-5 Management Oof Area Soil

- A. Following any work causing the disturbance of soils within the Soils Ordinance Boundary, such as digging, landscaping, and tilling soils, all disturbed soils must be either collected and reintroduced onsite ~~by either onsite soil capping with approved topsoil or acceptable media~~ specified in Sections 11-15-2 and 11-15-3 or reused or relocated off-site as required by:

- a) this Chapter; ~~or~~
- b) State law; or
- c) Federal law.

- A.B. "Off-site" means an area outside the Soils Ordinance Boundary. "Onsite" means an area within the Soils Ordinance Boundary.

- B. ~~All soil generated from the Soils Ordinance Boundary that cannot be reintroduced within the Soils Ordinance Boundary and are destined off-site must be sampled and characterized with representative sampling and tested at a State Certified Laboratory in accordance with the requirements of the facility accepting such soils.~~

- C. ~~Soils exhibiting a hazardous characteristic exceeding the following Toxic Characteristic Leaching Procedure (TCLP) standards, must be managed as a hazardous waste and disposed of within a Utah Department of Environmental Quality _____ permitted _____ facility:~~

~~Arsenic _____ 5.0 _____ mg/L _____ (TCLP) _____ Method _____ 6010 _____ B~~

~~Lead — 5.0 mg/L (TCLP) Method 6010-B~~

- a) ~~Soils not failing the TCLP standards may be disposed within a non-hazardous landfill facility upon providing evidence to the Building Department of acceptance issued by the disposal facility.~~
- D. ~~No soils generated within the Soils Ordinance Boundary are allowed to be exported for use as fill outside the Soils Ordinance Boundary.~~
- E.C. ~~Except as prohibited by state or federal law, r~~Reuse of generated soils within the Soils Ordinance Boundary is acceptable ~~provided if the receiving property issue~~the soils meet the standards for approved topsoil under Section 11-15-2 or are covered with six inches (6") of approved topsoil clean topsoil or covered with an acceptable media, i.e., asphalt, concrete, permanent structures or paving materials, vegetation, bark, rock, as required by this Chapter.
- F.D. ~~Soils that are relocated within the Soils Ordinance Boundary must be pre-approved by the Building Department before being relocated and reused.~~

HISTORY

Amended by Ord. 03-50 on 12/11/2003

Amended by Ord. 2023-27 on 6/1/2023

11-15-6 Dust Control

Contractor or the real property owner is responsible for controlling dust during the time between beginning of construction activity and the establishment of plant growth sufficient to control the emissions of dust from any site within the Soils Ordinance Boundary. Due care shall be taken by the contractor or the real property owner, to protect workers while working within the site and neighboring properties and the public from exposure to dust emissions during construction activity by controlling dust, providing suitable breathing apparatus, or other appropriate control.

HISTORY

Amended by Ord. 2023-27 on 6/1/2023

11-15-7 Certificate Of Compliance

Upon application by the real property owner of record or agent to the Park City Building Department and payment of the fee established by the department, the Park City Building Department shall inspect the applicant's property for compliance ~~with this Chapter~~. When the property inspected complies with the soil cover requirements of Sections 11-15-2, 11-15-3, and 11-15-4 of this Chapter, a Certificate of Compliance shall be issued to the real property owner by the Park City Building Department.

- ~~1. Verifying cover meets the requirements of Sections 11-15-2, 11-15-3, or 11-15-4 or representative soil sample results that are equal to or below the following standards will result in full compliance and eligibility for the certificate:~~

~~Occupied Property — Lead 200 mg/Kg (Total) Method SW-846-6010~~

~~Vacant Property — Lead 1000 mg/Kg (Total) Method SW-846-6010~~

HISTORY

Amended by Ord. [03-50](#) on 12/11/2003

Amended by Ord. [2023-27](#) on 6/1/2023

11-15-8 Transit Center Disturbance

All construction activity, utility modification, and landscaping that results in the breach of the installed protective cap or the generation of soils with Assessor Parcel No. MTC-A must be conducted in accordance ~~to~~[with](#) the implemented Site Management Plan, which is retained within the Building Department.

HISTORY

Amended by Ord. [02-32](#) on 8/22/2002

Amended by Ord. [03-50](#) on 12/11/2003

Amended by Ord. [2023-27](#) on 6/1/2023

11-15-9 Repealed By Ord 2023-27

HISTORY

Amended by Ord. [03-50](#) on 12/11/2003

Repealed by Ord. [2023-27](#) on 6/1/2023

11-15-10 Wells

All wells for culinary irrigation or stock watering use are prohibited in the Soils Ordinance Boundary.

11-15-11 Repealed By Ord 2023-27

HISTORY

Repealed by Ord. [2023-27](#) on 6/1/2023

11-15-12 Failure To Comply With Chapter

1. ~~After the property has been sampled, lots exceeding the lead levels within~~[The owner of any real property sampled and found to be out of compliance with this Chapter Section 11-15-27 are is](#) required to comply with this Chapter within ~~a 12-months period. following such sampling.~~
2. Any person failing to comply with the provisions of this Chapter shall be guilty of ~~an~~ [a Class B misdemeanor](#)~~infraction~~. Any person failing to comply with the provisions of this Chapter may be found to have caused a public nuisance ~~as determined by the City Council of Park City,~~ and appropriate legal action may be taken against that person.

HISTORY

Amended by Ord. [03-50](#) on 12/11/2003

Amended by Ord. [2023-27](#) on 6/1/2023

Ordinance No. 2024-19

AN ORDINANCE AMENDING TITLE 11, BUILDING AND BUILDING REGULATIONS, CHAPTER 15, PARK CITY LANDSCAPING AND MAINTENANCE OF SOIL COVER, OF THE MUNICIPAL CODE OF PARK CITY

WHEREAS, the presence of residential soils impacted with heavy metal constituents originating from historic mine tailings have been a cause for study and testing in regard to public health and environment; and

WHEREAS, the City, Environmental Protection Agency (EPA), and Utah Department of Environmental Quality (UDEQ) developed a series of scientific studies that focused on air, water, and health resulting with two EPA letters written in 1988 giving qualified approval of PCMC proposal for a local ordinance and the subsequent reenacting of the ordinance; and

WHEREAS, the EPA has identified the existence of mine tailings with heavy metal constituents in Park City and has made specific recommendations for mitigating any potential public health and environmental concerns; and

WHEREAS, the City Council of Park City, Utah desires to take every reasonable and practical step to protect the health of its residents by implementing the EPA's recommendations to assure the continued health, safety, and welfare of the residents within Park City.

BE IT ORDAINED BY THE CITY COUNCIL OF PARK CITY, UTAH, THAT:

Amendment Title 11, Chapter 15 of the Municipal Code of Park City is hereby amended as follows in Exhibits A. This Ordinance shall become effective upon publication.

PASSED AND ADOPTED this 24th day of October 2024

PARK CITY MUNICIPAL CORPORATION

Mayor Nann Worel

Attest:

Michelle Kellogg, City Recorder
Approved as to form:



City Council Staff Report

Subject: Kimball Art Festival Debrief
Author: Chris Phinney
Department: Special Events
Date: October 24, 2024

Recommendation

The Kimball Art Center (KAC) will present a debrief of the 2024 Kimball Art Festival (Festival) as required annually by their [City Services Agreement](#) (Agreement) (**Exhibits A and B**).

The City Council should also consider a request from the KAC to amend the Agreement (**Exhibit C**) so that the City no longer charges \$10,000 towards City Services and pay \$2,000 annually to make up lost booth revenue for allowing Dining Decks to stay on Main Street at no cost during the Festival.

Executive Summary

The Festival is a Community Identifying Event that is embedded in the fabric of Park City. The KAC and City Staff consider the 2024 Festival a success, and the debrief will focus on attendance, artist participation, sustainability efforts, transportation, dining decks, fire lanes, and economic impact.

Background

An extensive background of the Festival can be found [here](#). On May 25, 2023 ([report](#) p. 2/ [minutes](#) p. 9), the City Council approved a five-year Agreement for the Festival (2024 to 2028). The new Agreement included the following terms:

- Venue Use Areas: Understanding that significant development projects may occur soon, the City supported ongoing Festival operations during such projects and acknowledged that it will work with KAC to find alternative offsite parking with transit options when necessary.
- Festival Hours: Festival Hours will remain the same: Friday from 5:00 to 9:00 p.m., Saturday from 10:00 a.m. to 8:00 p.m., and Sunday from 10:00 a.m. to 6:00 p.m.
- Demonstrated Measures of Success: KAC pledged to:
 - Maintain a minimum of 10 artists from the Wasatch Back;
 - Continue to improve the Emerging Artist Program to support artists in the beginning stages of their careers and break down financial and social barriers surrounding participation.
 - Continue to offer free Festival admission to Summit County residents on Friday night. This includes extending local free admission to Main Street employees regardless of Summit County residency.
 - Continue developing programs that target organizations and underserved populations in Summit County.
 - Make ongoing efforts to translate all materials into Spanish to better serve

the Spanish-speaking population.

- Transportation:
 - Clearly outline all parking use areas that are vital for Festival operations. This includes the use of the Flagpole lot, Bob Wells Plaza, the southside of China Bridge, and public parking along Swede Alley. We also remove parking on Main Street, Park Avenue, and the Brew Pub lot.
 - KAC will promote public transportation to the Arts Festival and host a bike valet each day of the event.
- Environmental Impacts: The KAC will reduce their carbon footprint, including:
 - Reporting and tracking waste diversion rates for landfill waste, recycling, glass, and compost by pounds.
 - Providing a plan to increase and report their diversion rate annually compared to the previous two years.
- Event/Economic Impact Survey: The KAC will conduct a third-party survey regarding attendance and spending demographics. The City outlined metrics for special event reporting, including attendance, change over total attendance, and local (Wasatch Back) attendance, annual survey sentiment regarding event support, and City funding.
- Dining Decks: The KAC will no longer charge restaurants to keep a dining deck on the street during the Festival. In exchange, for one year, the City Council will not require KAC to contribute \$10,000 annually towards the cost of City Services. Additionally, the City Council agreed to provide a one-time \$2,000 payment to KAC. The City Council requested a long-term solution.

On March 7, 2024 ([report](#) p. 111/ [minutes](#) p. 11), as requested by the KAC, City Council waived the annual contribution of \$10,000 toward City services (2024), and approved a \$2,000 payment to the KAC for one year to offset artist booth revenue loss. The Council asked staff to work with the KAC to find a long-term solution.

On May 23, 2024 ([report](#) p. 241/[minutes](#) p. 16), the 2024 Festival Supplemental Plan was approved. Material changes included allowing the Spirit Garden to remain open until 9:00 pm on Saturday of the Festival.

Analysis

KAC's Debrief Summary is attached as **EXHIBIT B**. A year-over-year debrief summary is attached as **EXHIBIT C**. We have made findings that the KAC complied with the [Agreement](#).

KAC Debrief:

- Attendance: 29,244 attendees in 2024, the highest was on Friday night, including 7,093 free local tickets. Attendees came from all 50 states, plus the District of Columbia, Canada, Australia, and France. Utah, Texas, California, Florida, and Arizona had the top attendance.
- Economic Impact: KAC states that the Festival had an economic impact of over \$21,000,000 throughout the course of the festival's three-day

weekend. This amounted to an estimated \$500,579 in tax revenue for Park City and \$197,010 in tax revenue for Summit County, per information from the KAC.

- Dining Decks: The KAC did not charge restaurants to keep a dining deck on the street during the 2024 Festival. As a result, 8 dining decks remained on the street.
- Fire Lane: Over the past year, the KAF staff has worked with the Fire Marshall to adjust the fire lanes in areas on Main St. to maximize its width for firetruck passage. The adjustments included moving artist booths from the middle of the street to the curbsides on lower Main, north of 7th Street, as well as smaller moves inside the Festival footprint. The adjustments were successful for the 2024 Festival.

City Initiatives:

- Transit: Transit carried 21,422 riders systemwide throughout the event. Year-over-year data shows ridership numbers slightly decreased by approximately 1,200 riders. This slight change is likely due to a severe thunderstorm on Saturday evening of the event.
- Parking: Parking tallied 2,257 transactions over the duration of the Festival. Data provided showed a small decrease in transactions from 2,279 in 2023. This slight change was also likely due to a severe thunderstorm on Saturday evening of the event.
- Public Safety: Public Safety did an excellent job. Staff dedicated 526 hours onsite, starting at 8:00 am on Friday to close the street and working until midnight on Sunday night to reopen. No major incidents or noise complaints were reported during the festival.
 - The event met noise requirements, which allowed 80 decibels during the Festival. Police did not receive noise complaints and proactively performed noise readings twice daily. All readings complied with the noise allowance.
 - As approved on May 23, 2024 ([report](#) p. 2/ [minutes](#) p. 16), the spirit garden remained open until 9:00 pm on Saturday night of the festival. No noise complaints or incidents were reported due to the extension.
- Kane Security: The Kane staff was responsible for placing and removing bollards on Main Street, managing parking, and monitoring residential access. They were instrumental in stopping cars from traveling through the residential areas.

KAC Dining Deck Request

In 2024, the KAC complied with the Council's one-year request to no longer charge dining decks to remain on the street. The City Council also asked for a long-term solution for the duration of the Agreement. (A detailed summary on KAC Agreement and Dining Deck Terms is linked [here](#)).

The KAC requests that the Council consider amending the Agreement to make this a permanent change. In other words, the City would no longer charge \$10,000 towards City Services and continue paying \$2,000 to make up lost booth revenue for allowing

dining decks to stay on Main Street at no cost during the Festival. The KAC stated \$12,000 is lost in revenue to accommodate existing dining decks, current street layout, and safety requirements. Participating dining decks include Eating Establishment, Don Goyo, Flanagan's, 501 Main, Kaneo, Shabu, Main Street Pizza Noodle, and Bangkok Thai.

If the City Council approves KAC's request, KAC also requests that we alert them of any new or proposed dining decks. KAC will review with the Special Events Department, Fire Marshall, and Building Department how the new dining deck will impact the Festival artist booth layout and fire lanes. If the existing artist booth layout is impacted, KAC will either ask that the dining deck be removed from Main Street for the duration of the Festival or that PCMC reimburse the KAC for the lost revenue of \$1,500 per dining deck.

Analysis and Proposed Solution:

The Festival is a Community Identifying Event, and an economic data analysis was the basis for the financial terms of the current Agreement. Current projections (Exhibit B) show that if all staffing requirements are met, KAC may exceed the \$180,000 cap within the contract term (through 2028). This anticipates current inflation and possible fee schedule changes. KAC would be responsible for paying anything over \$180,000. The KAC's request would help offset the costs of fees due to the City. For reference, the total City Service Fees and Hard Costs for this year's event were \$153,780.

If the Council agrees with KAC's request to remove the annual cash payment of \$10,000 and annually pay KAC \$2,000 for lost revenue from dining decks remaining on the street, we recommend modifying the following sections of the Agreement as follows (**Exhibit D**):

C(6)(6.1)(1)(m) (page 8) Amend.

~~Park City to update terms of the Dining Deck agreements through the term of this Agreement. KAC will not charge dining decks more than \$1,500 per deck to remain on the street and will work with the restaurants in good faith to accommodate them in the footprint of the Festival as developed in November annually. Park City shall pay the KAC \$2,000 annually for revenue lost from dining decks remaining on the street.~~

E(10) (page 13) Amend.

~~Service Contract. KAC hereby agrees to make an annual cash payment of \$10,000 towards City Services as outlined in Section 6.1. 10(1)~~

Funding

Funding for City Services comes from the General Fund.

Total City Service Fees and Hard Costs for this year's event were at \$155,780 (**Exhibit B**). This was \$20,980 less or just under 12% less than the \$176,760 estimate provided in the Supplemental Plan because Public Safety, Transit, and Fire Permitting fees were lower than estimated.

Funding related to the Council's March 7, 2024, decision to approve KAC's request to waive the annual contribution of \$10,000 toward City services (2024) and provide a \$2,000 payment for one year to offset artist booth revenue loss is discussed above.

Exhibits

- A** Kimball Art Festival Debrief Summary
- B** KAC Economic and City Service Fee Summary 2021 to 2024
- C** KAC Dining Deck and Contract Amendment Request
- D** KAC Agreement Amendment DRAFT

2024 Park City Kimball Arts Festival Recap

The Park City Kimball Arts Festival is one of the country's top ranked arts festivals, one of Kimball Art Center's more celebrated programs, and considered one of Park City's signature events. Each year, the arts festival showcases the work of jury-selected artists from around the world and celebrates the importance of arts and culture in our community. Partnering with local businesses and other area nonprofits, the Park City Kimball Arts Festival aims to facilitate a place of connection, inspiration, and education against a backdrop of high-quality artwork. Looking forward to its 56th year, this three-day, open-air celebration of the arts continues to welcome guests from across the globe to connect with artists, engage with Kimball Art Center programming, and support Park City establishments.

In 2024, the Park City Kimball Arts Festival welcomed approximately **29,244 visitors** to Main Street, including 7,093 Summit County locals who attended Friday's Locals Night free of charge. Kimball Art Center continues to offer local night attendance to Main Street employees regardless of Summit County residency. Attendees came from all 50 states and Canada to purchase art from 186 participating artists. In addition to viewing and purchasing art, attendees enjoyed live music and dance performances provided by Mountain Town Music, visited food vendors, and engaged in art activities for all ages facilitated by the Kimball Art Center.

The 55th annual Park City Kimball Arts Festival had an **economic impact of over \$21 million** throughout the course of the festival's three-day weekend. Of this, over \$7 million came from attendees who visited Park City primarily to attend the festival. This amounted to an estimated **\$500,579.06 in tax revenue for Park City** and **\$197,010 in tax revenue for Summit County**. These tax dollars will directly impact our community through initiatives driven by the RAP tax and Transient Room tax, among others. In addition to the revenue impacts for local businesses and tax dollars invested back into our community, net income from the Festival is used to financially support the Kimball Art Center's year-round educational and exhibition programming for the benefit of the Park City community. These programs include youth summer camps, Elementary Visual Arts, Young Artists' Academy, Golden Art Club, and our year-round exhibitions program showcasing internationally recognized artists.

Kimball Art Center looks forward to continuing our relationship with Park City Municipal Corporation and Park City businesses to strengthen not only the festival itself, but its economic and social impact on Park City's community.



The Kimball Art Center collected Festival Attendance Daily and weekend attendance totals via Etix, the festival ticketing software, and internal tracking processes. Lighthouse Research & Development, Inc. reported demographic data through post-event attendee surveys via email outreach.

Festival Weekend Attendance by Day				
	Gate Admission	Comp Tickets	Summit County Locals Night	Total Attendance
Friday	2,553	1,605	7,093	11,251
Saturday	7,950	1,896		9,846
Sunday	6,307	1,840		8,147
Weekend Total	16,810	5,341	7,093	29,244
YoY Change (2023/2024)	-3.9% (2023=17,495)	-0.3% (2023=5,356)	+2.8% (2023=6,901)	-1.7% (2023=29,752)

Comp Ticket Breakdown by Ticket Type and Day				
	Friday	Saturday	Sunday	Total Weekend Attendance
Media Pass	35	35	35	105
Volunteer Pass	275	275	275	825
Performer Pass	113	113	113	339
Food Vendor Pass	52	52	52	156
Artist Pass	372	372	372	1,116
Weekender Pass	313	313	313	939
VIP Pass	278	278	278	834
Wristbands - KAC Member	5	4	11	20
Wristbands - Sponsor	0	200	168	368
Wristbands - Community Partners	8	220	189	417
Wristbands - Employee Friends & Family	34	34	34	102
Wristbands - Other	120	0	0	120
Daily Total	1,605	1,896	1,840	5,341

Based on statistical survey analysis by Lighthouse Research & Development, the estimated percentage of 2024 festival attendees who were Park City residents is 40%. Non-Park City residents accounted for 60% of total festival attendees. Of the 60% of festival attendees who are not Park City residents, approximately 52% were visiting Park City to primarily attend the arts festival. Given this information, Kimball Art Center assumes the below:

Attendance Breakdown of Park City Residents and Non-Residents		
Park City Resident Festival Attendance Percentage	Non-Park City Resident Festival Attendance Percentage	
40%	60%	
	Non-Residents Primarily Visiting Park City to Attend the Arts Festival	Non-Residents Not Primarily Visiting Park City to Attend the Arts Festival
	31%	29%

In 2024, the Park City Kimball Arts Festival saw attendance from all 50 states! Ticketed attendees also came from the District of Columbia and Canada. Utah attendees made up 76.96% of total attendance. Rounding out the top ten states for attendance are New York, Nevada, Pennsylvania, Illinois, and Colorado.

Attendance by State (Ticket Data)		
Rank	State	Attendance
1	Utah	17,157
2	Texas	1,007
3	California	747
4	Florida	583
5	Arizona	338

Attendance Demographics: Age (Survey)	
18-30	2%
31-45	7%
46-50	33%
61-70	39%
Over 70	19%

Attendance Demographics: Gender (Survey)	
Male	33%
Female	67%

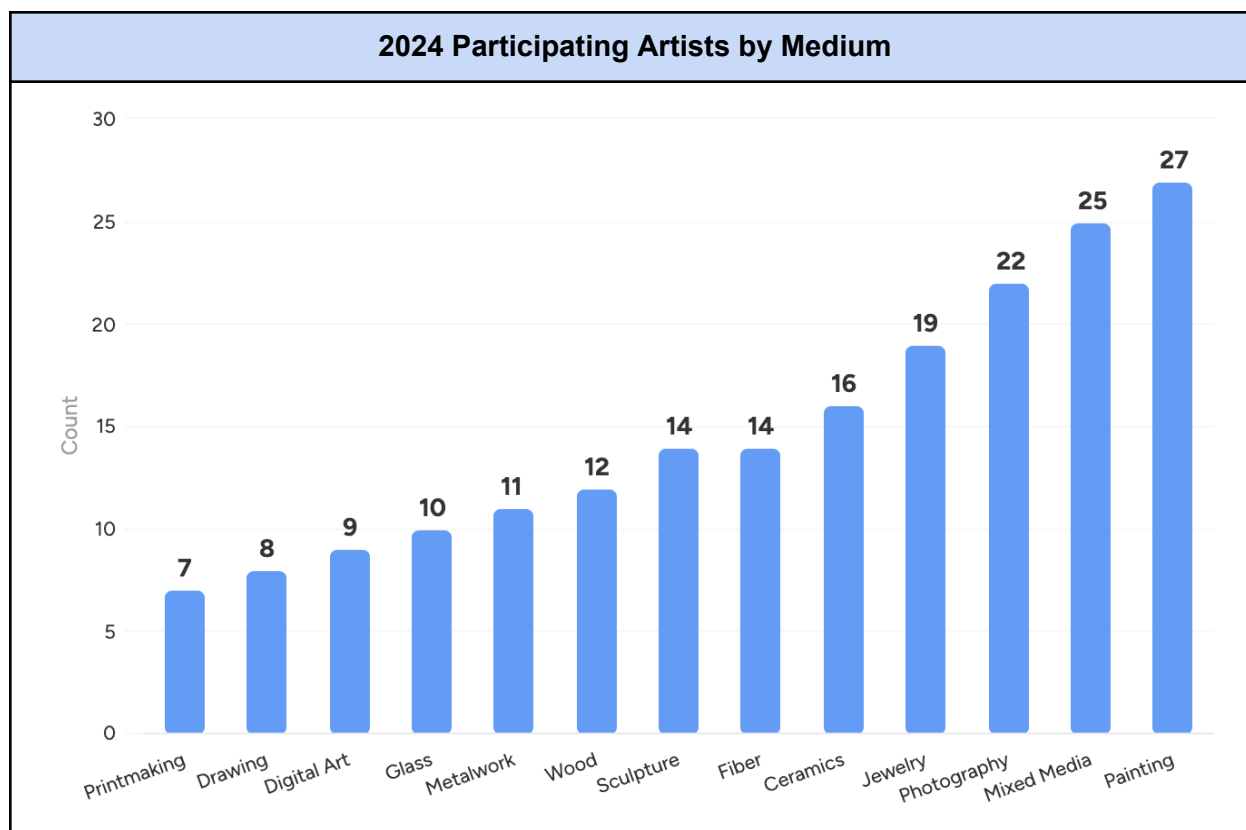
Attendance Demographics: Highest Level of Education (Survey)	
Less than High School Grad	0%
High School Graduate	2%
Some College/Technical School	8%
Associates Degree	4%
College Graduate	39%
Post College Graduate	47%

Attendance Demographics: Household Income (Survey)	
Under \$50,000	3%
\$50,000-\$99,000	7%
\$100,000- \$149,999	10%
\$150,000- \$200,000	11%
Over \$200,000	41%

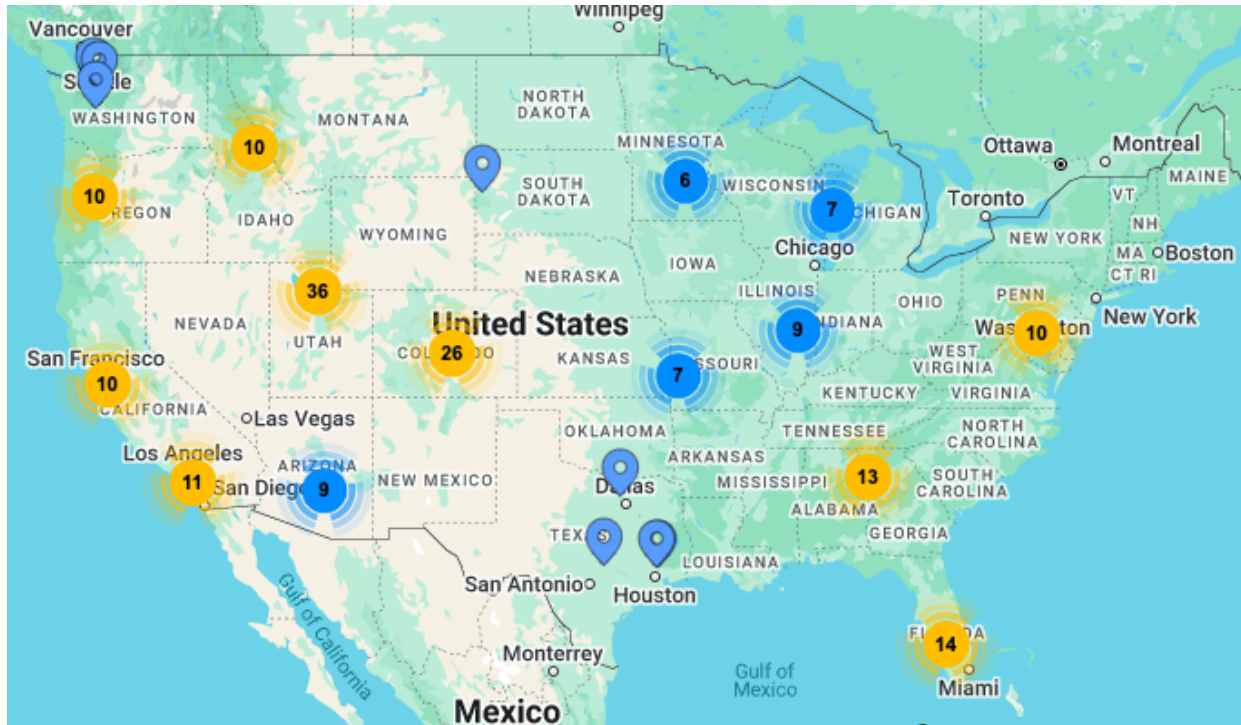
Artist Demographics and Revenue

The Kimball Art Center collected all artist demographic data via Zapplication (artist management software). The Utah State Tax Commission reported all artist and food vendor revenue and tax data. The Kimball Art Center also did year-over-year equations.

2024 Artist Stats							
Total Participating Artists				186			
Total Applications Submitted				1,171			
States Represented				33			
Utah Based Artists		Wasatch Back Artists		Emerging Artists		First-Time Exhibiting at PCKAF	
Count	%	Count	%	Count	%	Count	%
31	17%	10	5%	8	4%	64	34%



2024 Participating Artists by Location



*Yellow circles represent artists grouped by region; Blue circles represent artists grouped by state; Blue pins represent individual artist locations

Artist and Food Vendor Reported Revenue and Direct Tax Income

Reported Income	2019	2021	2022	2023	2024	YoY Change (2023/2024)
Art Sales	\$1,211,375.47	\$1,852,443.98	\$1,864,799.78	\$2,005,337.02	\$2,040,546.63	+1.8%
Food Sales	\$36,916.01	\$35,983.14	\$39,171.99	\$19,358.93*	\$26,573.29**	+37.27%
Total Reported Income	\$1,248,291.48	\$1,888,427.12	\$1,903,971.76	\$2,024,695.95	\$2,067,119.92	+2.1%
Tax Revenue from Artist and Food Vendor Sales	\$112,970.38	\$170,902.65	\$172,159.09	\$181,483	\$187,306	+3.2%

*As of 10/1/23 only 5 out of 12 vendors have filed tax returns with Utah State Tax Commission

**As of 10/8/24 limited food vendors filed their tax returns with the Utah Tax Commission

Economic Impact Data

Economic impact data came from Lighthouse Research & Development, Inc., and calculations made by Kimball Art Center. Lighthouse Research & Development provided the demographic breakdown outlined in the Attendance section of this report, as well as all data points for attendees primarily visiting Park City to attend the arts festival. They also provided all information on estimated spending per attendee throughout the weekend.

Based on the data reported by Lighthouse Research & Development, Inc., Kimball Art Center has made the following assumptions regarding the demographic breakdown of festival attendees:

- Non-Residents Primarily Visiting Park City to Attend the Arts Festival: 31%
- Non-Residents Not Primarily Visiting Park City to Attend the Arts Festival: 29%
- Park City Residents: 40%

Values:

A = Impact of attendees visiting Park City primarily to attend the arts festival

B = Impact of attendees not visiting Park City primarily to attend the arts festival

C = Impact of Park City Residents

D = Impact of total arts festival attendance

Equations used: $D = (A \div 31)100$

Economic Impact Breakdown by Festival Attendee Group and Expenditure Type				
Expenditures by Type	Fiscal Impact from Attendees Visiting Park City Primarily to Attend the Arts Festival (31% of total attendance)*	Fiscal Impact by Attendees Visiting Park City Not Primarily to Attend in the Arts Festival (29% of total attendance)**	Fiscal Impact by Park City Residents (40% of total attendance)**	Fiscal Impact by All Arts Fest Attendees (100% of total attendance)**
Hotel	\$1,134,803	\$1,061,590	-	\$2,196,393
Restaurant	\$854,035	\$798,936	\$1,101,980	\$2,754,950
Retail	\$1,357,855	\$1,270,251	\$1,752,071	\$4,380,177
Other	\$3,836,639	\$3,589,114	\$4,950,502	\$12,376,255
Total	\$7,183,332	\$6,719,891	\$7,804,553	\$21,707,775

*Types of other expenditures include but are not limited to purchases at the arts festival, recreation, grocery shopping, and gasoline

Tax Revenue Breakdown by Festival Attendee Group and Tax Type				
Tax Type	Tax Revenue from Attendees Visiting Park City Primarily to Attend the Arts Festival (31% of total attendance)*	Tax Revenue by Attendees Visiting Park City Not Primarily to Attend in the Arts Festival (29% of total attendance)**	Tax Revenue by Park City Residents (40% of total attendance)**	Taxes Revenue by All Arts Fest Attendees (100% of total attendance)**
Park City Tax Revenue	\$155,179.51	\$145,168	\$200,231.60	\$500,579.06
Local Sales and Use	\$40,836.71	\$38,202.10	\$52,692.50	\$131,731.32
Resort Community Tax	\$89,840.77	\$84,044.60	\$115,923.60	\$289,808.94
Mass Transit	\$24,502.03	\$22,921.25	\$31,615.50	\$79,038.78
Summit County Tax Revenue	\$61,073.03	\$57,132.84	\$78,803.90	\$197,009.78
RAP	\$8,167.34	\$7,640.42	\$10,538.50	\$26,346.26
County Option Sales	\$20,418.36	\$19,101.05	\$26,346.27	\$65,865.68
Tourism Restaurant	\$10,696.20	\$10,006.12	\$13,801.55	\$34,503.87
Transient Room - County	\$21,791.13	\$20,385.25	\$28,117.60	\$70,293.98
Utah State Tax Revenue	\$40,836.71	\$38,202.10	\$52,692.50	\$131,731.32
Total	\$257,089.25	\$240,502.90	\$331,728.00	\$829,320.15

*One-half of Local Sales and Use Tax paid is returned to the city of origin and one-half is distributed statewide based on population

Estimated Spending per Attendee throughout the Weekend by Expenditure Type				
Expenditure Type	All Attendees		Attendees Visiting Park City Primarily to Attend the Arts Festival	
	Mean	% of the Sum	Mean	% of the Sum
Lodging	\$85.20	7.6%	\$80.52	8.9%
Restaurants	\$135.16	12.1%	\$118.57	13.1%
Other Food and Beverage	\$29.12	2.6%	\$23.48	2.6%
Recreation	\$17.20	1.5%	\$5.58	0.60%
Retail Shopping	\$132.97	11.9%	\$154.98	17.1%
Gasoline	\$13.13	1.2%	\$14.78	1.6%
Arts Festival	\$676.52	60.6%	\$497.04	54.9%
Other	\$27.05	2.4%	\$10.42	1.1%
Sum of Means	\$1,116.35	100%	\$905.38	100%
Avg. Spending per Person	\$1,118.53	-	\$919.86	-

Kimball Art Center Staff and Volunteer Commitment

All staff and volunteer data were collected by the Kimball Art Center.

Kimball Art Center Staff

Through full-time, part-time, and contract employment, Kimball Art Center invested a total of \$256,874.35 into the cultural job sector for arts festival staffing. Planning and production time for the arts festival amassed a total of 6,891.42 staff hours.

Staff Hours Worked	
Year-Round Kimball Art Center Staff	5,231.83
Temporary Festival Staff	1,659.59
Operations Team	1,118.92
Education Teachers	7.75
Gate Admissions Team	497.42
Volunteer Management Team	35.5
Total Staff Hours	6,891.42

Volunteers

Kimball Art Center saw an increase in individual levels of commitment from volunteers during the 2024 arts festival. More than 120 volunteers signed up for two or more shifts, 50 volunteers signed up for three or more shifts, and nearly 100% of critical shifts, like the entry gates and artist relations, were filled. In addition to traditional volunteer opportunities, Kimball Art Center also introduced a new opportunity at the 2024 festival, a volunteer-led student art showcase in the VIP Lounge. Volunteers fully coordinated this showcase and allowed them to represent Kimball's education offering in a new way.

Total Festival Volunteers: 275

- 467 shifts filled out of 543 total shifts during and leading up to the festival
 - 86% sign-up rate
- 1,900+ total volunteer hours

Sustainability Data

Kimball Art Center continued its partnership with Momentum Recycling to provide recycling services for the 2024 Park City Kimball Arts Festival. Recycling efforts were improved this year due to dedicated “Green Team” volunteers who helped mitigate bin contamination. Kimball Art Center will continue to prioritize sustainability efforts at future festivals.

“I believe that this has been one of the best years of diverting waste for the Kimball Arts Festival, diverting 878 lbs. of waste with minimal contamination. The volunteers did a great job at monitoring the bins and I am excited to see the improvements for future events. **This year is exactly what these events can look like, and I want to congratulate The Kimball Arts Festival on being an example to other events in the community.**” - *Britani White, Operations & Engagement Project Manager, Momentum Recycling*

While the current system works well for recycling reporting, we are still working on getting accurate landfill data for the festival weekend. This is difficult to report due to the number of trash receptacles along the street and dumpsters used throughout the weekend.

Pounds of Recycling Reported		
	2023	2024
Glass Recycling	620 lbs	388 lbs
Mixed Recycling	150 lbs	170 lbs
Food Waste	320 lbs	320 lbs
Total Pounds Collected	1,092 lbs	878 lbs

Bike Valet

For the 2024 festival, Kimball Art Center partnered with the Park City Mountain Bike team to run the complimentary bike valet. Approximately 100-150 bikes were stored at the bike valet each day. The Kimball Art Center provided bike valet racks and hang tags and PCMB provided a branded shade tent, staffing, and other promotional materials. PCMB collected all tips for the bike valet. Kimball is excited to continue this partnership for future festivals.

Paid Media Impressions and Performance

*All paid media data was collected by the Kimball Art Center

Channel	Impressions	Performance	KAC Spend
parkcitykimballartsfestival.org	// 103,000 unique users		
Paid Facebook & Instagram In-State	668,030	58,813	\$3,876.45
Paid Facebook & Instagram Out-of-State	766,459	63,571	\$6,298.55
Blip - Wasatch Front Digital Billboards	812,628	61,466	\$3,642.86
Park Record Digital - June, July & August	89,995	116 clicks	\$1,539
TOTAL	2,440,109	173,966	\$15,256.87

Reflection and Growth

During the 2024 festival, Kimball Art Center implemented improvements and changes to the Park City Kimball Arts Festival based on community and artist feedback. We're excited to continue to accept and process feedback and improve the arts festival as we move into 2025.

2024 Initiatives

- Invested in evergreen (no date or year) signage to use for the next 3-5 years
 - Opened up opportunities to reallocate a portion of the arts festival expense budget to other KAC programs
 - Evergreen signage helps Kimball move towards our sustainability goals
- Continued to increase sustainability efforts
 - Worked with Momentum to place recycling and compost stations at the most impactful locations throughout the festival
 - Recruited and trained Green Team volunteers to monitor waste stations in high-traffic areas to help reduce contamination
- Strengthened KAC connection to Main Street
 - Locals Night wristband requests for Main Street employees increased from 191 to 465
 - Facilitated an artist lunch program with Clockwork Cafe
- Continued to highlight KAC programs and mission throughout the festival
 - Triangle-shaped murals created by Kimball Art Center's off-site program participants and summer camp students
 - Volunteer-led clay studio student art showcase in the VIP Lounge
 - Added a booth on Heber Ave for the Young Artist Academy, a KAC program for high school artists focused on pursuing a career in the arts
- Increased Spanish translations throughout the festival

Growth Opportunities

- Strengthen engagement and promotion of arts fest artists year-round
- Continue to develop accessible and diverse programming that communicates the importance and value of supporting artists and art education
- Improve sustainability efforts, including transportation and landfill diversion
- Continue to prioritize highlighting KAC programs and mission throughout the festival
- Work with the HPCA and PCMC to identify the best ways to communicate Main Street access changes to local residents and businesses
- Transition arts festival ticketing to Kimball Art Center's new ticketing platform, ACME
- Review DEIA initiatives across the festival

Historical Data

2019 Totals:

- \$26,366,156 total economic impact
- \$112,945.15 total tax revenue
- \$1,248,291.48 total revenue
- \$1,211,375.47 art sales revenue
- \$36,916.01 food sales revenue
- \$112,970.38 direct tax revenue from vendor sales

2021 Totals:

- \$14,079,908.81 total economic impact
- \$470,036.50 total tax revenue
- \$1,888,427.12 total revenue
- \$1,852,443.98 art sales revenue
- \$35,983.14 food sales revenue
- \$170,902.65 direct tax revenue from vendor sales

2022 Totals:

- \$23,282,293.79 total economic impact
- \$748,151.19 total tax revenue
- \$1,903,971.76 total revenue
- \$1,864,799.78 art sales revenue
- \$39,171.99 food sales revenue
- \$172,159.09 direct tax revenue from vendor sales

2023 Total:

- \$25,920,650.48 total economic impact
- \$942,409.97 total tax revenue
- \$2,024,695.95 total vendor revenue
- \$2,005,337.02 artist vendor sales revenue
- \$19,358.93 food vendor sales revenue
- \$181,483.00 direct tax revenue from vendor sales

Exhibit B KAC Economic and City Service Fee Summary 2018 to 2024						
Item	2021	2022	2023	2024 Estimate	2024 Actual	
Contract Term						
Number of Days	3	3	3	3	3	
Attendance						
Total Attendance	26,853	29,059	29,700	TBD	29,244	
Locals Tickets	4,576	6,385	6,901	TBD	7,093	
Top State Attendance	Utah	Utah	Utah	TBD	Utah	
Top 4 States Attendance	California, Texas, Florida, Arizona	Texas, California, Florida, Arizona	Texas, California, Florida, Arizona	TBD	Texas, California, Florida, Arizona	
Economic Impact						
Overall Economic Impact	\$14,079,909	\$23,282,294	\$25,000,000	TBD	\$21,000,000	
Estimated Park City Taxes	\$267,518	\$442,363	\$535,649	TBD	\$500,579	
Average Spending Per Person	\$1,521	\$1,208	\$854	TBD	\$718	
Number of Artists						
Total Artist Represented	191	184	198	TBD	186	
Wasatch Back	17	14	10	TBD	10	
In State	29	34	26	TBD	31	
Out of State	145	150	172	TBD	155	
Sustainability Measures						
Recycled/Composted	12,112 lbs	965 lbs	1,092 lbs	TBD	878 lbs	
Transportation Measures						
Bike Valet Total	NA	450	450	TBD		
Parking Rate	\$5/hr, max \$18	\$7/hr, max \$30 from 10:00 to 4:00 p.m.	\$8/hr, max \$35	\$9/hr, max \$40	\$9/hr, max \$40	
Parking Occupancy	85% or higher	85% or higher	85% or higher	85% or higher	85% or higher	
Transit Ridership	21,280	29,059	28,436	28,436	21,422	
Fees and Costs						
Annually Fees Waived Up To	\$180,000	\$180,000	\$180,000	\$180,000	\$180,000	
Actual Fees	\$149,095	\$81,270	\$120,884	\$120,884	\$155,780	
Fees Paid to City Annually	\$10,000	\$10,000	\$10,000	\$10,000	\$0	
*Attendance fluctuates based on better data and calculations. KAC does not believe attendance has gone down.						
Detailed Fees						Notes
Special Event Application Fee	\$640	\$640	\$518	\$1,038	\$1,038	This is the new Special Event Fee at the CIE rate, which was adopted as part of FY24 Fee Schedule.
Fire & Building Permit	\$218	\$218	\$1,010	\$1,900	\$524	This will include after hours fees and time for staff to do inspections. Final fees are less due to less items to inspect, i.e. trailers, LPG bottles, less tent space, etc.
Parking Services - Removal of Parking	\$10,000	\$10,000	\$10,000	\$11,340	\$11,340	Per current fee schedule - remove parking for 3 days on Main Street \$20/day. (2024 rate increase from \$16/day to
Parking Services - Parking Spaces	\$0	\$0	\$36,000	\$46,000	\$46,000	400 parking spaces, \$40/day, for 3 days - Swede Alley Surface, Bob Wells, Flagpole, Wasatch Brew Pub, China Bridge
Building Maintenance	\$1,500	\$1,500	\$3,000	\$3,000	\$3,000	Extra restroom cleanings.
Transit Operations	\$72,473	\$21,987	\$17,040	\$22,000	\$10,934	\$150/hour rates estimate.
Banner Installation	\$5,300	\$5,300	\$2,872	\$2,872	\$3,173	Includes extra routes and golf Actual cost is \$3,173.
Public Safety - Police	\$55,963	\$38,625	\$27,750	\$75,500	\$52,600	Some police positions were not filled. Fees increased from last year due to increase in PD hourly rate to \$100/hr per PCMC fee schedule.
Mobile Command	\$0	\$0	\$450	\$450	\$450	Per Fee Schedule
Equipment & VMS	\$3,000	\$3,000	\$12,032	\$13,000	\$13,000	Public Works estimate includes type 1, bus lane and equipment including VMS + PW man hours to implement.
Kane Security	\$0	\$0	\$5,075	\$7,000	\$8,721	Hard Cost - Residential, Taxi and Bollard Management
Trash & Recycling Services	\$0	\$0	\$1,726	\$2,000	\$2,000	Hard Cost - Extra Dumpsters and Increased Dumps
Community Engagement & Outreach	\$0	\$0	\$750	\$1,000	\$1,000	For Event Impact Notices, Impact Map and Boots on the Ground
Total	\$149,094	\$81,270	\$118,223	\$187,100	\$153,780	
Dining Deck Payout	\$0	\$0	\$0	\$2,000	\$2,000	\$2,000 payout to recoup booth space revenue last due to dining decks remaining on the street during the festival.
Total	\$149,094	\$81,270	\$118,223	\$189,100	\$155,780	

Event Costs 2024 Estimate & 2024 Actual			
Cost Item	2024 Estimate	2024 Actual	Notes
Special Event Application Fee	\$1,038	\$1,038	This is the new updated Special Event Permit Fee at the CIE rate, which will start, July 1, 2024.
Fire & Building Permit	\$1,900	\$524	This will include after hours fees and time for staff to do inspections. Final fees are less due to less items to inspect, i.e. trailers, LPG bottles, less tent space, etc.
Parking Services - Parking Spaces	\$3,780	\$11,340	Per current fee schedule - remove parking for 3 days on Main Street \$20/day
Parking Services - Parking Spaces	\$46,000	\$46,000	\$40/day for 400 parking spaces for 3 days - Swede Alley Surface, Bob Wells, Flagpole, Wasatach Brew Pub, China Bridge
Building Maintenance	\$3,000	\$3,000	Extra restroom cleanings. Arts Fest pays separately for increased trash removal on Main Street through a contractor.
Transit Operations	\$22,000	\$10,934	\$150/hour rate estimate. Includes golf carts shuttles on Swede Alley.
Banner Installation	\$2,872	\$3,173	Actual cost is \$2,872, because a UDOT permit was not required due to Park's coordination.
Public Safety - Police	\$75,500	\$52,600	Estimate of cost as if all positions were filled + addition of earlier hours for Swede/Heber intersection and extended Spirit Garden hours on Saturday night. Pay rate of \$100/hr, per City fee schedule as of July 1.
Mobile Command	\$450	\$450	Per Fee Schedule
Equipment & VMS	\$13,000	\$13,000	Public Works estimate includes type 1, bus lane and equipment including VMS + PW man hours to implement. (Actual is \$12,032, but rounded up).
Trash & Recycling Services	\$2,000	\$2,000	Extra Dumpsters and Increased Dumps
Community Engagement & Outreach	\$1,000	\$1,000	For Event Impact Notices, Impact Map and Boots on the Ground Outreach
Total	\$172,540	\$145,059	
Hard Cost Item			
Kane Security	\$7,000	\$8,721	Residential, Taxi and Bollard Management, this is an addition to the new CSA.
Dining Deck Payout	\$2,000	\$2,000	One time, one year payout of \$2,000 to recoop dining deck booth space loss.
Total Hard Costs	\$9,000	\$10,721	
Total City Services	\$181,540	\$155,780	

October 10th 2024

Dear Mayor Worel and Council,

We appreciate the collaboration with Park City Municipal to create a dynamic locally forward Artsfest in Park City.

In response to the City Council's decision to eliminate restaurant participation fees for the dining deck program, Kimball Art Center requests the following:

- PCMC offsets the lost revenue as the result of the dining deck program for Kimball Art Center (KAC), \$12,000, based on the current street layout and participating dining decks (Eating Establishment, Don Goyo, Flanagan's, 501 Main, Kaneo, Shabu, Main Street Pizza Noodle, Bangkok Thai)
- PCMC alerts KAC of any new proposed dining decks asking to participate in the city led program. KAC will review with the Special Events Department, Fire Marshall, and Building Department how the new dining deck will impact the Artsfest artist booth layout and fire lanes. If the existing artist booth layout is impacted, KAC will either ask that the dining deck be removed from Main Street for the duration of the arts festival or that PCMC reimburse KAC for the additional lost revenue of \$1,500 per dining deck.

Thank you so much.

A handwritten signature in black ink that reads "Aldy".

Aldy Milliken
Executive Director,
Kimball Art Center

CONTRACT# _____

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This First Amendment (“**Amendment**”) is between PARK CITY MUNICIPAL CORPORATION, a Utah municipal corporation (“**PCMC**”), and KIMBALL ART CENTER, a Utah nonprofit corporation (the “**Service Provider**”).

The parties entered into a Professional Services Agreement on 11/27/2023 (the “**Original Agreement**”).

The parties desire to amend the Original Agreement to modify Section C, Park City Facilities, Subsection 6, City Services, to remove KAC’s ability to charge \$1,500 per deck that remains on the street during the Festival. The parties desire to further amend Subsection 6 require PCMC to pay KAC \$2,000 annually to offset revenue loss from dining decks that remain on the street during the Festival.

The parties further desire to amend the Original Agreement to modify Section E, Financial, to remove KAC’s responsibility to make an annual cash payment of \$10,000 towards City Services.

The parties therefore agree as follows:

ARTICLE 1 – AMENDMENTS.

- A. Basic City Services. C(6)(6.1)(1)(m) is amended as follows: ~~Park City to update terms of the Dining Deck agreements through the term of this Agreement. KAC will not charge dining decks more than \$1,500 per deck to remain on the street and will work with the restaurants in good faith to accommodate them in the footprint of the Festival as developed in November annually. Park City shall pay the KAC \$2,000 annually for revenue lost from dining decks remaining on the street.~~
- B. Service Contract. E(10) is amended as follows:
~~Service Contract. KAC hereby agrees to make an annual cash payment of \$10,000 towards City Services as outlined in Section 6.1. 10(1)~~

Each party is signing this Amendment on the date stated opposite that party's signature.

PARK CITY MUNICIPAL CORPORATION, a Utah
municipal corporation

Date: _____

By: _____
Matt Dias
City Manager

Attest:

City Recorder's Office

Approved as to form:

City Attorney's Office

[insert NAME OF SERVICE PROVIDER]

Tax ID #: _____

PC Business License #: BL_____

Date: _____

By: _____
[insert name of individual signing]
[insert title of individual signing]
An authorized signer

SCHEDULE A – AMENDED SCOPE OF SERVICES

DRAFT



City Council Staff Report

Subject: Park Silly Sunday Market Debrief
Author: Chris Phinney
Department: Special Events
Date: October 24, 2024

Recommendation

The Park Silly Sunday Market (Market) will present a debrief of the 2024 Market as required annually by their [City Service Agreement](#) (Agreement) (**Exhibit A**).

Executive Summary

The Market is a Community Identifying Event. The PSSM considers the 2024 Market a success, and the debrief will focus on attendance, artist participation, sustainability measures, transportation, vendor mix, noise and compliance, working group, and community partnerships.

Per section B(2.1) of the [Agreement](#), the Council shall review and approve the dates for the following year. We do not have any concerns with the dates proposed and there are no conflicts on the City's Event Calendar. The 2025 dates for the Market will be on the following Sundays:

- June 1, 8, 15, 22, 29,
- July 13, 20,
- August 31*,
- September 7, 14, 21, 2025.

*According to section B(2.1) of the [Agreement](#), PSSM will not hold the Market in August. However, dates may be added if both parties agree in writing (**Exhibit B**). We recommend allowing the August 31 date as it lands on Miners Day weekend. The Sunday of Miners Day weekend is consistently the largest Market of the season and is a major part of the overall weekend activities.

Background

A full history of the Market can be found [here](#). This is the first year of a new Agreement, approved on October 26, 2023 ([report](#) p. 140 / [minutes](#) p. 9), and includes the following:

- Contract Length: 4-year contract, with a potential 3-year auto-renewal.
- Number of Days: 11 Sundays each year.
- Location: Lower Main Street (between Heber and 9th Street)
- Noise: No amplified sound from 10 am to noon. From noon to 5 pm, the maximum decibel limit is 75.
- Vendor Mix: No importers or resellers are allowed, and no more than 12 jewelers and 12 food vendors at each market.
- Transportation Plan: The Market will mitigate adverse impacts of traffic by hiring additional shuttles on the two busiest days to assist Park City Transit. The Market will guarantee a bike valet at each market and continue to promote alternative

modes of transportation. Additionally, the Market will continue to provide pedestrian management at the intersection of Heber and Main Street and offer bollard installation.

- **City Service Fees:** Cover City fees for 11 market dates estimated up to \$85,000.

On April 25, 2024 ([report](#) p. / [minutes](#) p. 12), the City Council approved the 2024 Market supplemental plan and Level Four Special Event Permit with minor signage modifications. On July 11, 2024 ([report](#) p. 1/ [minutes](#) p. 5), the City Council received the 2024 Market Mid-Season Review.

Analysis

The Special Event Department found that the 2024 Market complied with the current Agreement and [4A of the municipal code](#). Highlights from the 2024 season (**Exhibit A**) include:

- **Attendance:** 186,970 people attended Market in 2024 (183,255 in 2023), with the highest on September 1 and September 22. These dates have shifted since the cancellation of the July 7 and July 28 market dates that were allowed in previous years.
- **Sustainability Measures:** The Market maintained an 84% diversion rate, which increased from 83% in 2023. More than 14,525 pounds of recycling, compost, and glass were diverted from our landfill, compared to 2,925 pounds going to the landfill.
- **Transportation:**
 - The Market continues to strongly encourage alternative modes of transportation and reduce impacts on residential areas. In addition to encouraging transit, the Market does not allow vendors to park on Park Avenue.
 - The Bike Valet saw more than 1,184 bikes over 11 Sundays. The bike valet was guaranteed at all events.
- **Vendor Mix:** The Market remained within the approved vendor mix requirements throughout the season. There were no more than 12 jewelers and 12 food vendors. There were no importers allowed at the market this season.
- **Noise and Compliance:** All noise readings complied with the decibel requirements (no amplified noise from 10 am to 12:00 pm and 75 decibels from 12:00 pm to 5:00 pm). No noise complaints were reported.
- **Working Group:** The Working Group (Council Liaisons, HPCA, and the Market) planned to meet if concerns arose. No meetings were requested.
- **Community Partnerships:** The Market continues to provide many community partnerships, offering 102 free booths to nonprofits, farmers, the Park City Professional Artists Association, HPCA, and Park City Municipal. Reduced-cost booths were also provided to 56 Youth vendors. Additionally, 25% of the Market's vendors were local from Summit County and Wasatch Back.

City Initiatives:

- **Transit:** Transit saw 40,894 riders on Sundays, with an average daily ridership of 3,717. The highest ridership days were June 30 and July 14. Overall, we are up

by 20% from last year and have nearly doubled the number of customers riding on the 6 Silver with 5,284 (2,883 in 2023), which comes in from the Richardson Flat Park and Ride.

- Parking: We saw an average of 1,641 transactions each Sunday, with parking filling by 11:30. 2024 parking rates for PSSM were \$9/hr., with a max of \$40/day (2023 rates, \$8/hr. with a max of \$35/day). We believe the price of parking is relatively inelastic.
- Public Safety: Public Safety started at 7:00 am to close the street and worked until 7:30 pm to reopen. No major incidents or noise complaints were reported during the event.
 - The police department proactively performed noise readings twice daily (12:30 pm and 3:30 pm). All readings complied with the Agreement.
- Kane Security: Kane Security monitored and protected residential neighborhoods at the intersection of Upper Swede Alley and Main Street. They were instrumental in stopping cars from traveling through the residential areas.

Funding

Funding for City Services is within existing budgets and comes from the General Fund. Total City Service Fees and Hard Costs for this year's event were \$83,658. The table below shows how the fees were spread through City departments. This was lower than the \$90,776 estimate provided in the Supplemental Plan because the VMS equipment and Fire Permitting fees were lower than estimated.

City Service Fee	PreSeason Estimate	Season Final Fees
Special Event Permit - Level 4 - CIE Rate (new fee schedule rate)	\$384	\$384
Building Permits	\$1,562	\$120
Parking Removal	\$8,096	\$8,096
Banner Installation	\$700	\$700
Public Safety Personnel	\$55,200	\$55,900
VMS & barricades/equipment	\$9,979	\$4,400
Community Outreach	\$500	\$0
Transit	\$14,355	\$14,058
Total City Service Fees	\$90,776	\$83,658
Hard Costs		
Kane Security	\$2,310	\$2,310
Total City Service Fees	\$93,086	\$86,468

Exhibits

Exhibit A 2024 Park Silly Sunday Market Measures of Success
 Exhibit B PSSM 2025 Date Request

Exhibit A – PSSM Mid-Season Preview Measures of Success

Park Silly Sunday Market – 2024 Mid-Season Preview Measures of Success		Legend S – Succeeding in meeting Contracted I - In progress / Meeting Requirements U – Unsatisfactory - Not meeting
Requirements		
Vendor Mix		
Jewelers (allowed per week maximum) i. 2024 - 12	Notes: Requirements are currently being met	S
On-site Food Vendors & Snack food Vendors (per week maximum) i. 2024 - 12	Notes: Requirements are currently being met	S
PSSM will invite two (2) HPCA representatives in the jurying of jewelry vendors.	Notes: Requirement was met by PSSM.	S
PSSM will coordinate three (3) working group meetings with the HPCA and PCMC to identify possible conflicts and/or issues with vendor mix.	Notes: Meeting dates have been selected by HPCA, PSSM and the City	S
PSSM will provide to the City a list of vendor classification definitions along with preference criteria for vendor mix.	Notes: Requirements have been provided and met.	S
Parking / Traffic / Pedestrian Management		
Create event parking plan i. Identify vendor vehicle with license plate identification. ii. Identify public parking locations both in Old Town/Main Street along with alternative parking areas. iii. Identify locations where parking will be removed to provide space for event and mitigate impacts of event iv. Continue increased communication between departments and PSSM to encourage parking of vendors in suggested vendor locations.	Notes: PSSM continues to work with Staff & private parking garages to park vendors in appropriate areas. A resident parking area has been established and is being enforced along the west side of Park Ave. Parking Enforcement continues to communicate with the residents to resolve parking concerns during the Park Silly Sunday Market. This increase in fees for parking in China Bridge and other areas will be monitored. An update will be given to council at the Mid-Season review.	S
Work with Special Events and Transit to get out alternate transportation messaging out with: i. Co- messaging with PC Transit Dept. ii. PSSM will create and implement different methods of informing the public (PSA's, print ads) iii. Create and implement a program encouraging non-motorized forms of transportation to the market. ix. Addition of Shuttle Service on expected heavy attendance day – September 1.	Notes: While PSSM does not preform any paid marketing. Social media will focus on transportation alternatives including City transit, bikes or walking to attend.	S
Submit sign Plan to Staff at the time of Supplemental Plan containing the following: i. Locations ii. Size & Type iii. Message iv. Placement and removal times	Notes: Requirements are currently being met	S
Work with City to create a pedestrian management plan that addresses the crossings of Heber/Main and Swede Alley	Notes: PSSM is responsible for Pedestrian Management at Heber and Main	S
Market Set-Up and Inspections		
a. Weekly notification to staff of footprint or operational changes	Notes: Staff is working with PSSM to ensure that requirements are met.	S
b. Location of interior sponsor signs	Notes: Requirements are currently being met	S
Street Cleaning and Trash Removal		

Exhibit A – PSSM Mid-Season Preview Measures of Success

a. Pre-Meet with City’s Street Department to create a street cleaning and trash removal plan.	Notes: Requirements are currently being met	S
b. Meet with Street Department two (2) additional times throughout summer to address any issues with plan.	Notes: Will meet during the 2024 Market Season – dates TBD No issues at this time.	S
Coordination with PCMC and HPCA		
a. PSSM will schedule monthly ‘Working Group’ meetings from June through September	Notes: Meetings will be scheduled as per needed basis.	S
c. PSSM will schedule a weekly market walk through with City representatives	Notes: PSSM and the City have scheduled the weekly meetings.	S
d. PSSM will supply the City Representatives with weekly report containing the following i. Estimated attendance ii. Zero Waste statistics iii. Breakdown of number of vendors and types iv. Provide a list of other sustainable efforts throughout the event. v. PSSM to participate in and provide a list of City functions related to Green Event management that they participate in, as well as a lists of non-profits who they provide sustainable mitigation efforts for. vi. PSSM to present a year over year a comparison for sustainable effort comparison in coordination with the City during annual end of season review.	Notes: Requirements are currently being met	S
e. PSSM will supply the City Representatives with an ongoing list of vendor and staff license plates: i. Prior to the start of the June 4 Market. ii. At any time they add license plates to the market throughout the 2024 season. iii. License plate lists should be provided to the City Representative no later than 10:00 a.m. each Sunday.	Notes: Requirements are currently being discussed to work on best coordination between PSSM and the City.	S
Marketing and PR		
a. HPCA logo on all advertisements & promotions	Notes: Requirements currently being met.	S
b. Engage in cross promotions with Chamber, HPCA, Park City Restaurant association	Notes: Requirements currently being met.	S
c. Media – The HPCA logo and sponsorship credits will be provided in all media placement that the PSSM currently employs, including but not limited to: I. Print ads II. Ads, links or info listings on Utah tourism, business and special internet websites; III. Periodic television coverage; IV. Radio PSAs and promotions; V. Website spots, summer guides, fairs, non-profit organization calendar listings; VI. Email blasts; and VII. Social media, ‘if applicable’	Notes: Requirements currently being met. PSSM has significantly cut back on all marketing efforts, focusing only on social media locally.	S
Other Items:		
Quantify Marketing & PR Value	Notes: In progress. It is likely due to the cutback on marketing efforts that this value will be significantly less than previous years.	S
PSSM shall present an annual report preceding market season. This report will contain the following: i. Estimated attendance ii. Zero Waste statistics iii. Breakdown of number of vendors and types	Notes: This was reported to Council in the 2023 End of Season Report. PSSM is aware of the requirement and will gather the required information for the 2024 report.	S

Exhibit A – PSSM Mid-Season Preview Measures of Success

2024 PSSM End of Season Data:

	TOTAL for 2024	
Estimated Attendance	186,970	Attendance
	1,184	Bike Valet
Zero Waste Statistics (in lbs.)	6,250	Commingled
	4,025	Recycling
	2,925	Compost
	4,250	Landfill
	84%	Glass
		DIVERSION RATE
Breakdown of number of vendors and types	959	Artist
	67	Designer
	20	Farmer
	72	Gourmet
	110	Jeweler
	96	On-Site/Snack
	30	Foods
	56	Service
	1,410	Vendor
		Youth Vendors
		TOTAL
<u>WHERE OUR VENDORS ARE FROM:</u>		
	25%	Summit
	74%	County
	1%	Utah (other)
		Out of State
<u>FREE Booths Offered:</u>		
	49	Non-Profits
	20	Farmers
	11	Featured
	11	Artists
	11	PCPAA
	11	Members
	11	HPCA
	11	Members
	102	TOTAL

Exhibit A – PSSM Mid-Season Preview Measures of Success

City Fees:

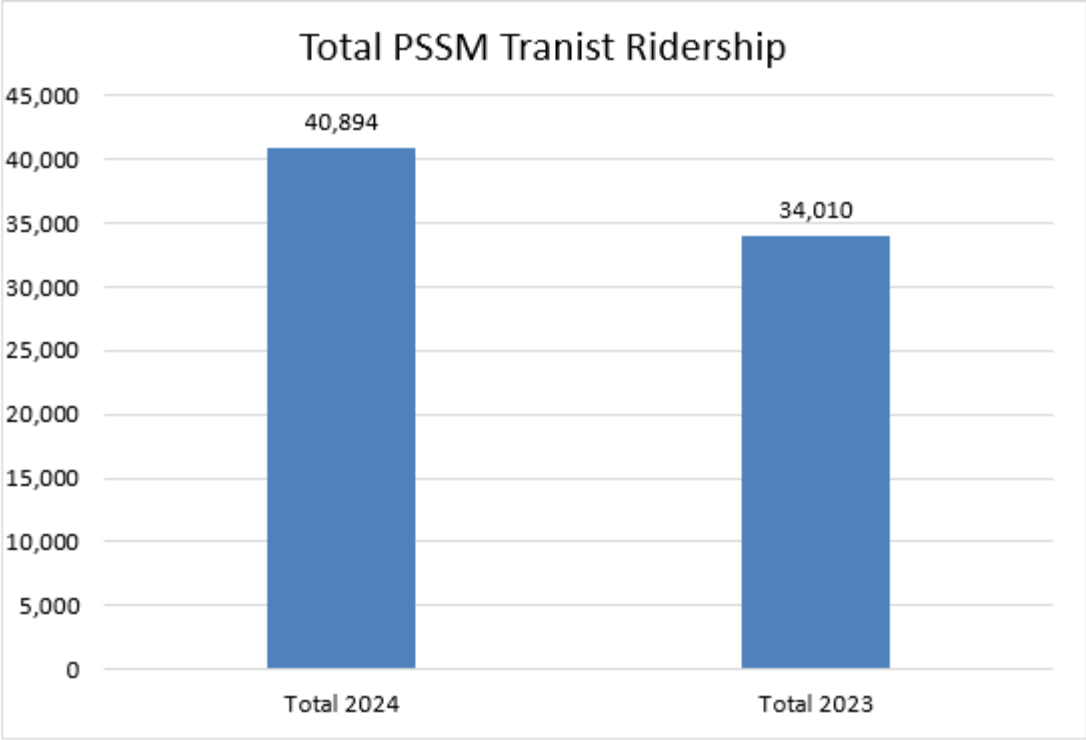
City Service Fee	PreSeason Estimate	Mid Season Estimate
Special Event Permit - Level 4 - CIE Rate (new fee schedule rate)	\$384	\$384
Building Permits	\$1,562	\$120
Parking Removal	\$8,096	\$8,096
Banner Installation	\$700	\$700
Public Safety Personnel	\$55,200	\$55,900
VMS & barricades/equipment	\$9,979	\$4,400
Community Outreach	\$500	\$0
Transit	\$14,355	\$14,058
Total City Service Fees	\$90,776	\$83,658
Hard Costs		
Kane Security	\$2,310	\$2,310
Total City Service Fees	\$93,086	\$86,468

Transit:

2024 Totals

Route	2-Jun	9-Jun	16-Jun	23-Jun	30-Jun	14-Jul	21-Jul	1-Sep	8-Sep	15-Sep	22-Sep	Total
01 Red	681	864	828	1,087	1,016	1,060	871	1,028	620	552	752	9,359
02 Green	188	230	219	265	376	420	300	307	183	203	237	2,928
03 Blue	174	230	222	399	357	317	248	328	227	197	254	2,953
04 Orange	263	249	257	268	343	291	327	248	248	226	270	2,990
05 Yellow	647	743	635	951	918	921	827	821	490	528	714	8,195
06 Silver	500	501	403	626	603	474	443	645	292	312	485	5,284
09 Purple	191	266	187	229	278	201	224	208	245	235	218	2,482
20 Tan	0	0	0	0	0	77	70	49	52	59	32	339
50 Teal	285	394	358	488	468	497	425	540	305	322	386	4,468
Special 1884	0	0	0	0	0	0	0	0	194	27	0	221
Trolley	109	74	132	111	124	286	212	287	0	131	209	1,675
Total 2024	3,038	3,551	3,241	4,424	4,483	4,544	3,947	4,461	2,856	2,792	3,557	40,894

Exhibit A – PSSM Mid-Season Preview Measures of Success



Parking:

**2024
Parking**

	Transactions	
2-Jun	1,552	
9-Jun	1,642	
16-Jun	1,670	
23-Jun	1,755	
30-Jun	1,841	
14-Jul	2,080	
21-Jul	2,131	
1-Sep	2,216	
8-Sep	1,540	
15-Sep	1,625	
22-Sep	2,128	
Total	20,180	



October 7, 2024

Park Silly Sunday Market
PO Box 684229
Park City, UT 84068

To Whom it May Concern:

This letter is to request the following dates for our 2025 Park Silly Sunday Market season.

2025 - June 1, 8, 15, 22, 29, July 13, 20, August 31, September 7, 14, 21

If you have any questions please do not hesitate to call me.

Sincerely,

A handwritten signature in blue ink, appearing to be "KMcChesney", written over a blue oval background.

Kate McChesney
Executive Director
435.714.4036
kate@parksillysundaymarket.com

*The Park Silly Sunday Market is a non-profit 501(c)3.
Federal Tax ID: 20-4816462*