



MEETING OF THE CITY COUNCIL
CITY HALL, Fifth Floor
6801 Delmar Blvd.
University City, Missouri 63130
Monday, December 9, 2019
6:30 p.m.

A. MEETING CALLED TO ORDER

B. ROLL CALL

C. APPROVAL OF AGENDA

D. PROCLAMATIONS

E. APPROVAL OF MINUTES

F. APPOINTMENTS to BOARDS & COMMISSIONS

1. Donna Leach is nominated for **re-appointment** to the Historic Preservation Commission by Councilmember Cusick.
2. Donna Marin is nominated for **re-appointment** to the Historic Preservation Commission by Councilmember Cusick.
3. Susan Glassman is nominated to the Economic Development Strategic Plan Task Force by Councilmember Cusick.
4. Frank Ollendorff is nominated to the Economic Development Strategic Plan Task Force by Councilmember Carr.
5. Natasha Kwan is nominated to the Economic Development Strategic Plan Task Force by Councilmember Carr.
6. Kurt Eller is nominated to the Economic Development Strategic Plan Task Force by Councilmember Hales.

G. SWEARING IN to BOARDS & COMMISSIONS

H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)

I. PUBLIC HEARINGS

1. Liquor License – Winslow's Table

J. CONSENT AGENDA – Vote Required

1. Code Violations Software Contract
2. Liquor License – Winslow's Table
3. Letter Of Support For Habitat For Humanity St. Louis
AHAP Tax Credits

K. CITY MANAGER'S REPORT

1. Budget Amendment Proposal – Planning & Development
Amendment To Fund Additional Inspector I Position

L. UNFINISHED BUSINESS

1. **BILL 9396 - ZONING CODE TEXT AMENDMENT - ZONING CODE SECTION 400.2140 OF ARTICLE VII OF CHAPTER 400 RELATING TO SCHEDULE OF OFF-STREET VEHICLE PARKING REQUIREMENTS.**

M. NEW BUSINESS
RESOLUTIONS

1. **RESOLUTION 2019-18** A RESOLUTION AMENDING THE FISCAL YEAR 2019-2020 (FY20) BUDGET – **AMENDMENT #1** AND APPROPRIATING SAID AMOUNT FOR AN ADDITIONAL HOUSING INSPECTOR I POSITION TO THE PLANNING AND DEVELOPMENT DEPARTMENT.
2. **RESOLUTION 2019-19** A RESOLUTION APPROVING A USER AGREEMENT WITH ST. LOUIS COUNTY FOR THE DISPATCH EQUIPMENT INTEROPERABLE RADIO SYSTEM.
3. **RESOLUTION 2019-20** A RESOLUTION APPROVING A USER AGREEMENT WITH ST. LOUIS COUNTY FOR THE ST. LOUIS COUNTY AGENCIES INTEROPERABLE RADIO SYSTEM

BILLS

4. **BILL 9397** - AN ORDINANCE AUTHORIZING AMENDMENTS TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY AND CITY MANAGER GREGORY ROSE.
5. **BILL 9398** - AN ORDINANCE AMENDING SECTION 120.940 OF MUNICIPAL CODE OF THE CITY OF UNIVERSITY CITY, RELATING TO THE LOOP SPECIAL BUSINESS DISTRICT ADVISORY COMMISSION, BY AMENDING SUBSECTION A.1 THEREOF, RELATING TO MEMBERSHIP.

N. COUNCIL REPORTS/BUSINESS

1. Boards and Commission appointments needed
2. Council liaison reports on Boards and Commissions
3. Boards, Commissions and Task Force minutes
4. Other Discussions/Business

O. CITIZEN PARTICIPATION (continued if needed)

P. COUNCIL COMMENTS

- Q.** Motion to go into a Closed Session according to Missouri Revised Statutes 610.021 (1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives or attorneys.

R. ADJOURNMENT



Council Agenda Item Cover

MEETING DATE: December 9, 2019

AGENDA ITEM TITLE: Liquor License for **Winslow's Table, 7213 Delmar Blvd.**

AGENDA SECTION: Public Hearing

CAN THIS ITEM BE RESCHEDULED? Yes

BACKGROUND REVIEW: **Winslow's Table** has applied for **All Kinds of Intoxicating Liquor, by the Drink, Retail** liquor license including **Sunday Liquor License**.

The Applicant / Managing Officer is Mary Gallina.

- A background check / investigation by the Police Department revealed no disqualifying information.
- Department Approval was granted from all necessary departments.
- Recommendations from University City citizens are included.
- The applicant has opted out of getting a Petition from business owners within a radius of 200 feet. The applicant is relying on a five-sevenths vote approval from City Council.
- A current Certificate of No Sales Tax Due issued by the Missouri Department of Revenue was received relative to the business.
- 2018 personal property tax record for the applicant indicates payment of taxes.
- Current voter registration documentation for the applicant was provided.



Council Agenda Item Cover

MEETING DATE: December 9, 2019

a. **AGENDA ITEM TITLE:** Code Software Contract Purchase

AGENDA SECTION: Consent

CAN THIS ITEM BE RESCHEDULED? : Yes

BACKGROUND REVIEW:

At the upcoming City Council meeting, staff will be requesting City Council approval of a new code enforcement software tracking and workflow system to better assist the department in their day to day operations. The implementation, of this software, is projected to provide a better alternative to the existing MyGov system resulting in a more efficient workflow, tracking and follow up process that should contribute to long term performance improvements for the department. Based upon review, of various programs, staff is seeking City Council approval to purchase the SmartGov software package to replace the currently utilized MyGov system to improve both the efficiency and overall performance of the department. The goal, of this new software, is to provide an additional resource to improve permitting, compliance management operations and overall customer service throughout the community and for the citizens the department serves.

On September 23, 2019 staff presented a software analysis, to the City Council, in reference to their concerns about the current MyGov system and how it compares to similar tracking systems. After that meeting staff has moved forward with evaluating the available software systems that could improve the overall efficiency and operations of the department. As a result, staff has identified SmartGov as the recommended system that could best address the needs of the department. Therefore, staff is requesting approval of the proposed Dude Solutions Statement of Work (SOW) authorizing the City Manager to execute a contract to move forward with the initial setup and FY19-20 service costs totaling \$68,210.75 for the SmartGov software service.

RECOMMENDATION:

The City Manager recommends the execution of the contract with Dude Solutions to move forward with the setup and implementation of the SmartGov software service.

Attachments:

- 1: City Manager Memo
- 2: Dude Solutions Statement of Work (SOW)
3. Email Verifying Data Migration Analysis Cost



Department of Planning and Development

6801 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 862-6767, Fax: (314) 862-3168

MEMORANDUM

TO: Gregory Rose, City Manager

FROM: Clifford Cross, Director of Planning & Development

DATE: November 21, 2019

SUBJECT: SmartGov Code Software Purchase

CC: John Mulligan, City Attorney

At the upcoming City Council meeting, staff will be requesting City Council approval of a new code enforcement software tracking and workflow system to better assist the department in our day to day operations. The implementation, of this software, is projected to provide a better alternative to our existing MyGov system resulting in a more efficient workflow, tracking and follow up process that should contribute to long term performance improvements for the department. Based upon review, of various programs, staff is seeking City Council approval to purchase the SmartGov software package to replace the currently utilized MyGov system to improve both the efficiency and overall performance of the department. The goal, of this new software, is to provide an additional resource to improve permitting, compliance management operations and overall customer service throughout the community and for the citizens we serve.

BACKGROUND REVIEW

The Department currently utilizes the MyGov software system for our day to day permit processing, inspections, code enforcement operations and property maintenance evaluations. The implementation of the MyGov software replaced the older Govern software in April 2011 and has been utilized as part of the departmental operations since its inception. On September 23, 2019 staff presented a software analysis, to the City Council, in reference to our concerns about the current MyGov system and how it compares to similar tracking systems.

As part of the presentation staff identified concerns, with the MyGov system, which included various limitations such as 1) the current dependency upon a required web base connection, efficiently using/updating it via the GIS system, updating/reporting process and most importantly identified limitations in automated scheduling/notifications. In summary, the primary concern of staff was that the current system is being utilized as a tracking system with limited workflow options.

In comparing the various systems, traditionally utilized, staff focused on and evaluated packages that could provide a workflow system that has the ability to 1) automate scheduling, build relevant alert dates, reporting, accountability tracking, administrative controls and the ease of use for both staff and the public. Furthermore, staff evaluated the transition process to insure existing data can be transferred over to the new system in both an efficient and economical manner.

SOFTWARE PROPOSAL IMPLEMENTATION

Staff has received the official proposal for services from Dude Solutions (DSI) which identifies the Statement of Work (SOW) pertaining to their proposal. The overall project scope is focused on a coordinated effort, of City staff and DSI, to analyze current data and move forward with the configuration of the software package. To effectively configure and utilize the SmartGov system the following process will be followed as identified within the agreement;

1. Conduct Customer Implementation Engagement Sessions (CIES). The goal of this will be to coordinate a detailed schedule of responsibilities to move forward with the configuration/installation process.
2. Planning, Initial Set Up & System Level Configuration. DSI will assist in determining the best module configurations for the City-Wide system. This phase will help identify specific University City requirements/policies and contribute to specific modules. The ultimate goal, of this phase, is to set identified policies and procedures to incorporate into the system generating a set schedule/process for each action.
3. Module Case / Department Types. This phase is the implementation of step 2 but further refines the process and builds the modules. This will dictate the way the software works and how various departments interact and utilize the system.
4. Parcel Connector Setup. This is an optional component that has been included within the proposal. This setup requires the City provide relevant parcel information. The current GIS system is available and updated information is available via St. Louis County to update the system on a regular basis. The completed setup of this component interconnects current parcel data, with the system, reducing the need for staff verification of parcel data updating on a daily basis.
5. Map (GIS) Connector Setup. This is the mapping component of the system that allows for creation of and viewing of map layers.
6. Merchant Service Connector Setup. This component allows for the Public Portal to be configured to accept 3rd party payments for services.
7. Data Migration. This process will bring in existing MyGov Data into the system. The goal of this is to continue to utilize and obtain historical data.
8. Standard Reports. Configuration of system to provide report updates pertaining to relevant data.
9. 3 – Day Training Package, Post Go-Live Support, User Testing and Continued Management. Staff preparation/education, implementation of the system and continued partnership and refinement of the system per departmental needs.

The projected time frame to complete the various project modules and test the system is expected to occur in approximately 4 months. At the completion, of testing and integration, staff will receive training to “Go-live” with the system. This is projected to occur during month 5 and provide approximately 4 weeks to optimize the system. In summary, the projected full implementation of the system would be within 5-6 months of the contract agreement.

COSTS

The costs associated with the configuration and implementation of the SmartGov software is incorporated within DSI's proposal. The initial cost, for setup, is a one-time fee that is broken down based upon the "Software Proposal Implementation" scope identified within this memo. The initial set up cost for deliverables totals \$51,740.00 and includes the following scope of services;

1. Fees Configuration
2. Department Types / General Configuration
3. Project Management
4. Map Connector Configuration
5. Parcel Connector Configuration
6. Portal Configuration
7. Onsite Training 3 Day Package
8. Merchant Connector Configuration
9. Data Migration

In addition, to the identified scope of services above, staff is recommending approval of an initial additional cost of \$6,095.00 to complete a "Data Migration Research & Analysis" evaluation. The intent of this evaluation is to provide DSI a more detail analysis of the current MyGov information to transfer into the SmartGov system. As a result, the total initial costs for analysis, set up and configuration is \$57,835.00.

The software subscription is set to renew on annual basis at the beginning of the fiscal year. As a result, staff will continue to budget for the software on a yearly basis. The current MyGov software cost is \$44,640.00 annually (\$3,720.00 monthly). The proposed annual cost for the first full year of the SmartGov system is \$40,431.00 (\$3,369.25 monthly).

Although a phase out of MyGov will ultimately occur, when the SmartGov system is live, staff is coordinating an overlap schedule that will insure continued operations of the department. As a result, staff intends to cancel the MyGov services approximately 4-5 months after the agreement. To assist, in subsidizing the overlap cost, DSI's proposed cost subscription fee for FY20 is \$10,357.75 that will cover costs thru the end of the 2019-20 fiscal year. In summary, DSI's proposal provides 4 free subscription months while we continue to pay for and utilize the MyGov system. As a result, the overlap cost for both services will be minimal.

In summary, the total cost to fund the approval of the software purchase would total \$68,210.75 which would include all set up costs and subscription costs thru the end of the 2019-2020 fiscal year. Staff would then budget, for continued utilization of the software, on a yearly budget basis beginning with the 2020-2021 fiscal year where the cost will be \$40,431.00 (\$3,369.25 monthly).



PREPARED FOR

City Of University City
Cliff Cross
Planning & Development Director
6801 Delmar Boulevard
University City, MO 63130

PREPARED BY

Dude Solutions, Inc.

PUBLISHED ON

October 16, 2019



This SOW has been defined to leverage DSI's experience, while optimizing the use of resources, thereby maximizing cost efficiencies on behalf of Client.

Based on our current understanding of the complexity and scope of this effort and the expected involvement of the DSI team resources, the current estimated Fixed Price for this engagement is shown in the Investment table. This estimated cost breakdown is as follows:

Pricing is based on 25 staff user licenses

Solutions - Subscription	
SmartGov Connector GIS	
SmartGov Connector Parcel	
SmartGov Public Portal	
SmartGov User License	
SmartGov Connector Merchant	
Subscription Term: 7 months	Subtotal: \$10,357.75
4 months included at no additional cost	
Implementation & Services	
Fees Configuration (Pages)	
Department Types / General Configuration	
Project Management	
Map Connector Configuration	
Parcel Connector Configuration	
Portal Configuration	
Onsite Training 3 day Package	
Merchant Connector Configuration	
Data Migration	
Subtotal: \$51,740.00	



Total Initial Investment	\$62,097.75 USD
---------------------------------	------------------------

User/Portal Pricing includes 11% Sourcewell Member Discount (Dude Solutions Member #110515-SDI)

Pricing for the First Renewal Term is \$40,431.00.

The above level of effort and associated pricing is based on the SMARTGOV package selected by City Of University City and is subject to change based on defined client requirements that may be discovered during project delivery. Any identified project scope or requirements changes will be addressed via DSI Change Control Authorization ("CCA") process.

Introduction

Dude Solutions, Inc. ("DSI") is pleased to submit this Statement of Work ("SOW") to City Of University City for SmartGov Professional Services. SmartGov streamlines permitting, planning/zoning, Inspections, code enforcement, and business licensing, providing efficiency for your jurisdiction and enhanced customer service for your citizens. The package City Of University City has chosen for implementation of SmartGov will be implemented using proven processes and methodologies managed by an experienced project manager dedicated to delivering a successful project.

DSI looks forward to the opportunity to deliver these services and the ever-lasting development of a strong business partnership.

Definitions

In addition to the terms defined elsewhere in this SOW, the following terms have the following meanings:

"Change Control Authorization" or "CCA" means any request by the client to modify the scope of work, schedule, or costs will require preparation of a Change Control Authorization ("CCA" or "change order") form detailing the work to be performed, as well as the associated costs and schedule impact. Additional work will be performed only after both parties have duly executed the CCA. Scope of work changes will impact the project schedule which will be updated to reflect such changes upon CCA approval.

"Closing Phase" means the phase that represents the completion of a project where all metrics are finalized, all deliverables are complete and accepted by client, and all remaining billing/invoicing takes place prior to project closure and acceptance.

"Deliverable Acceptance Form" means the form that is a standard PMO form used for client to agree to accept a deliverable as complete and final.

"Escort" means the client provided resource/person to take Dude Solutions, Inc. ("DSI") resources around client facilities and provide access to restricted areas agreeable between client and DSI as needed.

"Executing Phase" means the phase of the project where deliverables are developed and completed.

"Fixed Price/Fixed Fee/Fixed Price Project" means the project pricing includes all services, tasks, and expenses associated with the client project.

"Monitoring and Controlling Phase" means the phase for measuring project progression and performance and ensuring that everything happening aligns with the project management plan.

"Onsite Services Completion" means onsite services have been completed and when necessary, the Deliverable Acceptance form will be used to document the completion of deliverables provided during the onsite services visit.

"Orientation Call" or "Project Kick-Off Call" means the call/meeting which begins the project and proper expectations are set between DSI and the client.

"Output Documents" standard or custom documents generated from SmartGov "e.g. permits, Certificates of Occupancy, violation letters, business licenses, receipts"

"Orientation Call Completion" means the Orientation Call or Project Kick-Off Call has been completed and the project has begun and proper expectations have been set between DSI and the client.

"Professional Services or Services" means professional, technical, consulting and/or other services.

"Project Completion" means the project completion occurs when all deliverables of the project have been completed and accepted by the client via the Project Completion Acceptance Form.

"Project Completion Acceptance Form" means the form that is a standard PMO form used for client to agree to accept a project as complete and final.

"Project Management Methodology" means the manner and process used to deliver services projects.

"Project Management Office" or "PMO" means the office that provides the oversight and standardized processes to consistently deliver projects in a concise, consistent, and standardized manner. The PMO manages and maintains the processes and standard templates utilized to manage DSI projects.

"SmartGov Modules" means the Permitting Module (permits for all departments), the code Enforcement Module, the Business Licensing Module, and the Recurring Inspection module.

"Software Component Configuration" means the components within the software have been configured per client specifications.

"Statement of Work Acceptance" means the signing and accepting of the terms of the Statement of Work document by client.

"Support Engagement" means the point in the project where implementation services end and product support begins.

"System Configuration Completion" means the configuration items within the software have been configured per client specifications.

"System Level Configuration Items" standard configurable items that are applied across departments and case templates.

"Training Completion" means the onsite or virtual training has been completed and when necessary, the Deliverable Acceptance form will be used to document the completion of deliverables provided for completion of the onsite or virtual training services.

"User Acceptance Testing – UAT" means that after the system is configured the client will have an opportunity to perform user level testing based on client developed test scripts. DSI will correct issues as documented and presented during this process.

Project Scope and Approach

Implementation Process Overview

In order to successfully implement the SmartGov application, DSI will work with City Of University City to understand requirements necessary to configure and set up the SmartGov application to streamline processes related to permitting, planning/zoning, inspections, code enforcement and business licensing for your jurisdiction and citizens. Once the City Of University City has reviewed, and approved these requirements and processes, DSI will configure and setup the application to support the City Of University City's unique business rules.

Following the configuration and modeling work, DSI will train the City Of University City's team using its jurisdiction-specific configuration. After training, DSI will work with City Of University City to test the work performed and provide the necessary updates to successfully implement the solution. The system will then be ready to go live in production. If the City Of University City purchases "Go-Live Support" packages, DSI will provide support for the period of time defined in the statement of work.

Customer Implementation Engagement Sessions ("CIES")

Client project team representatives and DSI project team representatives will dedicate time to meet in person or via teleconference to maintain communication and conduct coordination of project activities and tasks.

Deliverables

Dude Solutions will provide the following task deliverables:

- Project Management Meeting Schedule
- Data Migration and Technical Design Meeting Schedule
- Configuration Meeting Schedule
- Meeting notes or recordings for all scheduled meetings

The client will provide the following resources or task deliverables:

- A complete project team roster, including email addresses, phone numbers, and roles / titles
- Necessary communication / information to allow all project schedules to be finalized
- Timely response to task-related emails or phone calls to enable on-time completion of all assignments
- A minimum of 24-hour notice if all minimum required members for any scheduled meeting cannot attend the meeting. This will allow the meeting coordinator sufficient time to cancel or re-schedule the meeting as necessary

Assumptions and Constraints

- Initial proposed meeting plans from DSI will reflect the minimum recommended frequency, duration, participants (by job title or role), topics, and action items to address the full SOW
- Final meeting plan will be approved by the client key sponsor(s)
- Coordination and integration of the PM meeting, data migration, technical design meeting, and configuration meeting will align with the scope of the project, client organizational structure, and assigned resources
- The Client will provide dedicated knowledgeable technical resource available for questions

- The Client will provide a dedicated knowledgeable resource for mapping analysis
- The Client will provide read only access and screen shots for various permits/case types to provide context to DSI data migration specialists
- The Client will provide resources for validation throughout the process
- Client will provide side-by-side data entry for 2 weeks prior to go-live
- Response time for questions is one business day
- DSI may require up to 3 backups of data for each database throughout the process

Planning, Initial Set Up & System Level Configuration

Configuration begins with planning and analysis necessary to establish the overall configuration approach. After planning, and once the approach is documented and agreed to, DSI will set up the SmartGov environments to support implementation. DSI implementation specialists begin configuration with system level items or items that apply generally across all departments and types of configuration items.

Setup of environments to support SmartGov implementation and configuration of core items in each SmartGov module that are specific to City Of University City 's requirements. These core items are defined/configured at the client level [i.e. these are configurable items that will be standard or shared across all departments and configuration types].

Deliverables

Dude Solutions will provide the following task deliverables:

- A Configuration Plan document that includes:
 - Identified current and future state business processes to be supported by the final product via the configuration work effort
 - Recommended approach to configuration that supports the identified business processes and activities
 - Configuration details for all permit, inspection, license, and code enforcement types to be configured in SmartGov. All templates required for creating the configuration types will be created in SmartGov based on requirements gathered in meetings with the client
- SmartGov Environments to support the implementation process including:
 - Configuration (Dude Solution access only for configuration)
 - Validation (client has access for testing, can be refreshed with configuration copy upon request)
 - Training
- Weekly configuration status reports (in PDF format) generated from the client specific configuration instance of SmartGov. These reports serve as the primary source to demonstrate core configuration elements, status, and needs
- Jurisdiction configuration, per Configuration Plan, to include as needed:
 - Parcel and/or address information management
 - Contact information management
 - Contractor license information management
 - Receipt/transaction information management
 - Inspection scheduling information management
 - Configurable screen display settings

- User configuration per Configuration Plan, to include as needed:
 - Individual User Rights
 - Available Departments
 - Available Distribution Groups
 - Available Inspection Qualifications
 - Available Security Groups
- Job configuration per Configuration Plan, to include as needed:
 - Default list of available queued jobs
 - Queued job parameters
- Administrative & shared configuration rules per Configuration Plan, to include as needed:
 - Administrative processing rules where available in the configurable Jurisdiction Values list
 - Standard status options for cases, submittal items, workflow steps, step actions, inspection types, inspection actions, accounts, and intervals
 - Standard expiration rules
 - Standard online processing rules [for the portal]
 - Standard reports available across all case types

Assumptions and Constraints

- The Configuration Plan will be based on information delivered to, or collected by, the DSI Implementation Specialist within a specified time frame established at the project kick-off
 - During the development of the Configuration Plan, the client provides representatives for all work units with work activity to be supported by the final delivered product
- Client will provide access to the appropriate leaders and/or subject matter experts to ensure meaningful engagement at all required meetings and to ensure on-time completion of assigned action items
- Client will provide access/links to any public, or private, web sites or operating systems, if needed, to gather complete business requirements
- The Configuration Plan can meet client requirements and can be fully executed within existing product design in all modules
- The Configuration instance will be solely owned by the DSI Implementation team and serves as the primary source for the final delivered product design
- The Validation instance will be sole source used by the client to complete all assigned configuration UAT tasks
- The Training instance will be used solely by members of the client project team to assist in understanding SmartGov functionality. It will contain default data sets and serves as a temporary "sand box" for assigned users.
- The client will designate one person on their project team to serve as the final decision-maker for all system level configuration elements. These are configured settings that are shared across SmartGov modules, and/or are settings common to all departments / divisions / users

- When configuration tasks, or related work effort, requires information to be submitted to the DSI Implementation team in a specific file format or within specified parameters, the client is able to comply with these stated requirements
 - Note: If the client cannot provide information in the DSI standard format, the assigned Project Manager will determine if a formal Change Request or additional contracted SOW is needed to provide assistance in developing or converting the information into the desired format

Module Case / Department Types

SmartGov implementation activities include the set up of case templates in one or more of these modules: Permitting, Licensing, Code Enforcement and Recurring Inspections. These case templates must be used to create records in SmartGov in each module. Your DSI Implementation Specialist will provide specific information about the minimum required elements to be configured for the case templates in each module; these required case template elements do vary by module.

Deliverables

Dude Solutions will provide the following task deliverables:

- Case template baseline elements, per the Configuration Plan, to include as needed:
 - Case record reference information
 - Template specific expiration, renewal or interval rules
 - Template specific default submittal list
 - Template specific details (custom attributes) that are required for any of the following: application intake, workflow step completion, inspection completion, fee calculation, or mandatory regulatory reporting
 - Template specific default workflow steps for Admin, Review, and Final work lists
 - Template specific default inspection list
 - Template specific list screens such as Bonds, Fixtures, Valuations, Violations, Citations, Lien, or Items
- Once baseline case template configuration is completed, any expanded configuration beyond baseline must be discussed during Configuration Meetings with the Implementation Specialist and approved by the assigned PM. Expanded configuration elements, if approved, may include
 - Non-essential custom attributes
 - Work step dependencies and due dates
 - Step actions and Inspection actions
 - Default Parent-Child case linkages
 - Workflow cycling feature
 - Template specific tab appearance
 - Standard note types and note codes
 - Standard condition types and conditions
 - Standard code references
 - Template specific report links

The client will provide the following resources or task deliverables:

- Specific lists of all types of applications, forms, or other documents that describe all services to be supported by SmartGov at the time of project "Go Live"
 - This list should be inclusive of all in-scope departments
 - This list should conform to requested formatting and scope instructions, as communicated by DSI
- A PDF or Word version of all customer-facing documents (forms, letters, cards, etc.) expected to be generated by SmartGov
- A publicly accessible URL, or electronic copies of reference information, that provide all pertinent state, county or local regulatory information that are known to impact business operations to be supported by SmartGov
- A fully approved version of the template validation workbook
- Approval via email or other written correspondence of any other identified forms, as requested by the Implementation Specialist

Assumptions and Constraints

- The scoped number of department templates for this SOW are 39 types. If the number of department types identified during the configuration work effort exceed the number of types scoped for this SOW, the additional types may be introduced into the scope of the project via the DSI CCA process once signed and approved by the DSI Project Manager and the client Project Manager.
- Case template configuration will be completed within existing product design in each module.
- DSI will configure each application or request type in the SmartGov module that best supports the associated workflow. The primary goal of configuration of case templates is to optimize SmartGov capability
 - Note: This assumption means that recommended case template configuration may or may not align with current internal customer naming convention or legacy system design
- The total number of case templates to be configured across all modules will be stated in the Configuration Plan. This total may vary from the initial sales order, where applicable, if approved by the DSI Project Manager
- A complete list of case templates to be configured across all modules will be approved by the client key sponsor, or their delegate, no later than the third Configuration Meeting
- Baseline configuration for case templates identified in the Configuration Plan will be completed before any expanded template configuration work will be done
- Baseline configuration for case templates listed in the Configuration Plan will support the end-to-end work steps that correspond to each default SmartGov Process State in the applicable module.
- If case templates or department types are identified during the configuration work effort, that are not documented in the original Configuration Plan or exceed the number of types scoped for this SOW, the additional templates or types may be introduced into the scope of the project via the DSI CCA process once signed and approved by the DSI Project Manager and the client Project Manager.
- Super Admin training will include how to maintain or update case templates

Financial Setup and Fees Pages

Configuration of GL Accounts and Fee Codes as needed to support financial transactions for any business activity to be supported by SmartGov.

Deliverables

Dude Solutions will provide the following task deliverables:

- A weekly Fee List Report that reflects all configured active fees and their associated GL Accounts
- Configuration of permitting module fee codes necessary to support all configured case templates
- Configuration of Licensing module fee codes necessary to support all configured case templates
- Configuration of Code Enforcement module fee codes necessary to support all configured case templates
- Configuration of Recurring Inspection module fee codes necessary to support all configured case templates
- Configuration of other fee codes required to support routine transaction activity including NSF ("Non-Sufficient Funds") fees, administrative fees, fines, regulated surcharges, convenience fees, and the like
- Configuration of fast track fees, deferred fees, and tax exempt fees within current product design.
- Configuration of the timing during the workflow process that each fee will be assessed and may have payment applied against the fee within current product design
- Configuration elements as needed to support online [SmartGov portal] payments
- Setup and definition of Fees Pages

The client will provide the following resources or task deliverables:

- A copy of all current fee schedules for all in-scope departments and business functions
- A current list of GL Accounts
- The last two monthly or quarterly relative financial reports
- A copy of any other operating document that contains pertinent information regarding any assessed charges, surcharges, potential fines, etc
- Contact information for one or more subject matter experts in the appropriate finance departments. This is to facilitate efficient information gathering from both operating and finance departments / divisions

Assumptions and Constraints

- All fee codes will be configured within existing product design
- A GL Account list approved / authorized by the client's finance department is provided to the DSI Implementation Specialist. This GL Account list will be limited to accounts associated to fee codes to be configured in SmartGov
- GL Accounts and Fee Codes will be configured with product design parameters
- All configured fee codes will be derived from documented fee schedules or comparable client documentation provided to the DSI Implementation Specialist. Updated fee schedules or related documents that are provided after the initial versions may be incorporated into the final configuration if there is no adverse impact on the project schedule
- Fee codes will be configured to optimize SmartGov capability, and therefore may not be identical to legacy system fees
- Determination of the specific fee codes to be defaulted within each module case template will be determined by the designated client project team member
- Validation of case templates will include validation of fee code functionality
- User security rights will address fee code management within current product capability
- Super Admin training will include instructions for maintenance of GL Accounts and configured fee codes

Portal Configuration Setup

Configuration of required elements to enable in-scope functionality associated with the SmartGov online portal, as stated in the Configuration Plan.

Deliverables

Dude Solutions will provide the following task deliverables:

- A Portal Validation site to demonstrate and test Portal configuration
- Information regarding Portal set up options
- A Portal set up workbook template

The client will provide the following resources or task deliverables:

- A fully completed and approved Portal Set up workbook
- Any written content to be visible in portal that is not configurable
- Resources to test Portal configuration

Assumptions and Constraints

- The client will be responsible for taking steps to integrate the SmartGov portal into existing online sites
- Online payments will not be enabled without also purchasing the Merchant Services connector
- The client will be able to determine the level of online integration with their business processes, within existing product design
- Portal configuration will occur along with configuration of module case templates.
- Validation tasks will include distinct tasks to approve Portal set up
- Portal user security will be defined using existing product functionality
- Super Admin training will include information about options for the client to maintain / update portal configuration

Parcel Connector Setup

The parcel connector is an optional feature that is used to keep the parcel repository in SmartGov up to date. Parcel data that is typically maintained in a county assessor's system is used as the primary reference for modules in the SmartGov application. Parcel profile information, such as Parcel Number, Site Addresses, Current Owner, Legal Description, Section, Township, Range, Quarter, Subdivision, Block, Lot, and Neighborhood, is accommodated in standard data fields. Additional attribute data may also be stored in our custom detail area. Additionally, if the associated latitude and longitude data is available, those coordinates can be added to the parcel record to allow users to geographically locate information on the map.

Deliverables

Dude Solutions will provide the following task deliverables:

- A tested, working parcel connector along with a list of unresolvable errors to be addressed

Assumptions and Constraints

- Parcel Connector required fields supplied

Map (GIS) Connector Setup

The Map (GIS) connector allows for the display and viewing of a geographical map based on parcel data provided in SmartGov. The Map (GIS) connector will display layers on the SmartGov map based on the clients current Geo-database.

Deliverables

- Map layers configured and available for display on the SmartGov map
- Parcel layer registered in SmartGov for use with SmartGov popup
- Ability to turn layers on and off
- Training to configure layers going forward

Assumptions and Constraints

- Client will provide GIS Layer information and provide shape files or services to setup and consume GIS layers
- Layers are required to be hosted on an ESRI server
- Layers must be available via HTTPS
- Server must have valid security certificate
- Layer formats supported:
 - Map Services
 - Feature Services
 - Tiled Services
 - Web Map Service (WMS)

Merchant Service Connector Setup

SmartGov's public portal can be configured to interface with 3rd party payment gateways to accept credit card transactions. SmartGov does not store any credit card information or other sensitive information relating to credit card transactions processed via the portal. Most payment gateway providers will transition the user from the SmartGov site to their own secure site in order to complete the transaction before redirecting the user back to SmartGov. This allows the payment gateway provider to maintain the secure information and pass only necessary information, such as a confirmation or transaction reports, to SmartGov.

The first step to implement the connector is for DSI to build the interface between SmartGov and the selected payment provider. If the provider is new, DSI will first need to build the technical backend process to enable electronic transactions to/from SmartGov. Once the initial backend setup is complete, SmartGov can be configured to process payments.

Each payment gateway provider has different sets of specifications that they require to be sent to their system to authenticate payment information. When DSI builds a connector to a payment gateway provider, a new option will become available in the Payment Vendor drop down menu on the Administration Portal Payment Configuration page. If a payment gateway provider does not have a connector to SmartGov, no option will be available in the drop down menu. The payment gateway provider should provide the necessary information to the Jurisdiction in order to complete the setup process. Administrators may be asked to provide additional URLs to SmartGov pages for navigation purposes.

Deliverables

- Configure the Merchant Service connector to process payments for client services and transactions processed in SmartGov
- Configure the 3rd party payment gateway to accept credit card transactions

Assumptions and Constraints

- SmartGov does not store any credit card information or other sensitive information relating to credit card transactions processed via the portal
- Merchant Services Gateway Payment Provider Partners include:
 - ACI Universal (Official Payments) – Integrated Level 1 Payment Process - Postback v2.4
 - Authorize.NET Service Integration method (SIM)
 - BridgePay
 - ETS Corporation – Hosted E-Com Payment Page Service v1.50<
 - First Data Global Gateway Connect v1.3
 - First Data Global Gateway E4
 - FISGlobal – PayDirect Web
 - GovPay
 - PACE Technology Engine
 - PayPal – Pay Flow Pro
 - Point & Pay – Parameter Passing v3.0
 - PayGov
 - Paymentus
 - Reliant Pay
 - TransFirst
 - US Bank – E-Payment Service v12.1 (Elavon)
 - Wells Fargo
 - XpressBillPay

Data Migration

Data Migration can be a complex process and demands that solid requirements are well defined in order to prepare for the data migration process. Many clients start out with "we want everything" migrated to SmartGov. However, experience has shown that once the requirements of data to be utilized in SmartGov have been reviewed, this often reduces the need for all information in legacy systems. Dude Solutions will help the client determine the real needs for data to be migrated from the legacy system to SmartGov. Decisions will be made jointly via a thorough analysis of the legacy system data and how or if the legacy data should be targeted to be migrated to SmartGov.

The consulting team will ask a series of questions, such as:

- What is the reason you want to migrate your data?
- What are your public data request requirements?
- What is the required retention period?
- What elements are required to meet the need? Once determined, this can expand or lessen the scope to include or eliminate other data points that need to be tracked moving forward

- Are legacy systems still available to extract data from?
- Do you need to report on this data?
- Do you need to be able to search for this data? What is the Search criteria? These questions will help us determine where to store data within SmartGov

The data migration process will include the following steps:

1. Define requirements
2. Map data elements
3. Extract data
4. Transform data
5. Load data
6. Perform data validation with client
7. Resolve data issues
8. Validate resolution
9. Obtain fresh copy of data
10. Add migrated data to configuration
11. Validate data and system configuration
12. Perform end to end testing
13. Perform final data migration
14. Move to Production/Training environments
15. Migration sign-off

Deliverables

- Dataset assessment and set priorities with client
- Evaluate data quality
- Work with client to cleanse data prior to extract
- Map data elements
- Determine migration pre-requisites and sequencing
- Define migration approach based on requirements definition
- Create and execute validation checklists

Assumptions and Constraints

- Client will provide information related to:
 - Data Source
 - Database/Source Type (SQL Server, Access, Oracle, etc...)
 - Type of Data (tabular, documents, permits, financial, etc...)
 - Active data usage
 - Point of Contact who know the data structure and content usage
 - Provide data validation and testing resources

Standard Reports (70 Reports Included)

DSI will provide the client reports (reports and output documents) that includes 70 standard reports. Normal modifications to these reports to entail updating client specific information and logos not related to data output.

- Custom Reports: SmartGov comes with 70 standard reports and output documents. Using tools in SmartGov, client staff can add the client's logo and modify header and footer information.

Deliverables

- 70 standard reports

Assumption and Constraints

- Modification to standard reports will be related to Client branding and logos

Training

Onsite Training

Onsite training will be performed at the client facility of their choice with the appropriate personnel present. The scope of onsite training is detailed below.

Training Options

- Onsite Training Package (3 days) (Includes Travel Expenses)
- Onsite Training Package (4 days) (Includes Travel Expenses)
- Onsite Training Package (2 days) (Includes Travel Expenses)

General Objective – Provide comprehensive "Train-the-Trainer" training to a core group of Client staff SmartGov Users/Administrators in a clear and concise fashion. The training curriculum will follow the standard SmartGov training and will focus on preparing trainers to conduct training sessions for all client end users. The quote includes "custom services" to prepare training materials for the training.

Specific Objectives – Training is divided into modules based on department and/or role. Dude Solutions recommends this structure so that similar operational schemas are represented in each block of instruction. For example, the Licensing Administrator training would occur at a different time than general back-office user training. Experience shows this model offers a more collaborative learning experience and results in maximum value from the training investment.

- User instruction focuses on the performance of day-to-day front desk functions conducted using SmartGov. User topics include permit and license processing, payment/fee collection, and case management
- Super User (Administrator) instruction focuses on the setup and maintenance of background information specific to the Client. Administrator topics include creating users/security groups and determining workflow steps. Additionally, administrators gain requisite knowledge to effect customization changes as well as addressing simple problems that users may encounter

Dude Solutions provides all training materials/user manuals as leave-behind tools which also serve as technical references for basic use, simple troubleshooting, and aid with knowledge retention.

Administrator Training

SmartGov technical training will focus on the Client's staff who will administer the program. The Client's SmartGov administrators should participate in the initial trainer training.

System Administrator training covers all aspects of maintaining the SmartGov system at the client level. System administrators will learn how to create project templates, template values, map out the approval process, create a conditions library, and other tasks to help users manage projects in an efficient and consistent manner. The training also outlines how to add new users and assign appropriate roles and security levels.

Training Objectives:

- Create lookup lists
- Create and maintain templates
- Create workflow processes
- Set up and update fees and fee schedules
- Maintain active users and user roles
- Assign inspections to inspectors
- Manage reports and reporting groups
- Set up print configurations
- Manage project approval process
- Manage parcel information
- Manage complaint information

End-User Training

DSI designed the SmartGov training program to ensure satisfaction and success when using the system. DSI trains all users and IT support personnel on all aspects of the system.

Training Objectives:

- Improvement in user awareness and ability to use the system
- Sufficient technical knowledge transfer for successful systems support

- Ease of training program maintenance after end-of-project contract

The instructor-led training courses take student trainers and super-users through the complete operation of the various functional areas of the system, highlighting how operations and activities in specific areas affect others within the overall business context. At the end of this training cycle, the participants will understand how to perform specific operations and how the system works overall. Participants will also receive special tips on how to effectively coach and train others to use the application successfully.

Training covers functions related to permits, licensing, planning actions, inspection, and code enforcement activities from application intake and receipt through inspections and occupancy. Users learn how to create applications, manage the approval process, assign conditions, collect fees, and create certificates of occupancy, handling the project from submittal to final status.

Training Objectives:

- Create and process applications
- Manage workflow processes
- Manage the permit and plan review life cycle
- Look up, search, and query projects
- Create invoices and collect fees
- Create system reports
- Manage contact information
- Manage contractor information
- Manage code enforcement information
- Manage inspector and inspection information
- Manage parcel information

Inspector Training

Inspector training is specifically tailored for site inspectors and focuses on the system functionality they will use in their day-to-day activities and the inspection module. Participants learn how to enter and search for permits, document inspection results, schedule inspections, note issues and irregularities, and generate reports.

Training Objectives:

- Manage inspections
- Create a new inspection
- Change assigned inspector
- Print reports and inspection schedules
- Create and run form letters for notification and information requests
- View and filter user-to-do list from the mobile app
- Conduct and record inspections in the field with the mobile app
- Take pictures and attach to the case from the mobile app
- Query system data from the mobile app
- Access and view permit data from the mobile app
- Generate documents and letters in the field from the mobile app

Code Enforcement Training

Training is specifically tailored for code enforcement officers or users who track citizen requests and code violations. This class focuses on the system functionality they will use in their day-to-day activities and the code enforcement module. Participants learn how to enter and search for cases, note issues and violations, and generate reports.

The mobile app training educates participants on how to input data while working in the field.

Training Objectives:

- Understand the code enforcement and Inspection Assistant modules
- Create new cases
- Create new case actions
- Manage case and action assignments
- Create and manage a code violation library
- Create and run reports
- Create and run form letters for notification and information requests
- View and filter user-to-do list from the mobile app
- Conduct and record case investigations in the field with the mobile app
- Take pictures and attach to the case from the mobile app
- Query system data from the mobile app
- Access and view permit data from the mobile app
- Generate documents and letters in the field from the mobile app

Adhoc Report Training

Adhoc report training provides training for SmartGov's adhoc report tool, Exago. This overview will provide the training necessary to create, format, organize, and schedule reports in Exago.

Training Objectives:

- Navigate the Adhoc Report site
- Use of: Contents, Index & Search Tabs on the Adhoc Reports page
- Manage Folders
- Manage Report types
- Create & Search for Report/s
- Add Formatting to reports
- Add Parameters & Summary Functions to Report/s
- Duplicate Selected Report/s and Folders
- Schedule Selected Report/s
- Execute Selected Report/s
- Delete reports

Digital Markup Training

The Digital Markup training is contingent on the client's decision to include or not include this feature.

Digital markup training provides users a thorough understanding of how to use the tools and features of the Digital Markup module in SmartGov, as well as how to use the tool within the configured workflow of the digital plan review process. Participants in this training will learn how to upload electronic plan review documents and/

or receive the documents via the citizen portal. Once the documents are deemed accepted, the user will learn how to route the documentation to various departments for time sensitive reviews. The users will also learn how to manage planning documents for markup. Corresponding deficiency letters will be generated based on comments entered during the plan review, and users will have multiple options for communicating this information to the applicant/contractor.

Training Objectives:

- Upload/receive electronic documents necessary for review
- Route the documents and send notifications to various departments for timeline sensitive reviews
- Mark up documents, add comments, and code references using the Electronic Plan Review software
- Generate deficiency letters and/or other pertinent letters for communication of plan review status
- Manage the submittal/resubmittal versions of plan review documents and the overall review cycles in the SmartGov software

Deliverables

- Comprehensive training to all Client staff SmartGov Users/Administrators

Assumptions and Constraints

To facilitate training, we expect the client to provide:

- Internet access sufficient for instructor and trainees
- Projector
- Printed hand-outs
- Classroom/office location for on-site training

Web-Based Training

Web-based training will be delivered remotely by a capable SmartGov resource utilizing the DSI standard tool called "Zoom". Zoom is used to deliver remote training and meetings every day. Zoom provides the capability to present materials for training while having the participants either on the phone or using laptop/computer audio as an option. Zoom has a feature to allow different groups to divide up into breakout rooms for specific targeted training as needed. Sessions of training can also be recorded upon requested and provided to the client for retrieval from a DSI project manager's OneDrive site.

Web-based is a cost-saving financial alternative to onsite training and can be tailored to the needs of the client based on the project scope.

Post Go-Live Support

DSI will provide the client with "Post Go-Live Support" which includes additional training, configuration support, reporting assistance, transaction based support, and work with the client on basic production related issues or questions for utilizing the system.

Deliverables

Provide production related post go-live support for 30 days after go-live date.

Assumptions and Constraints

- System configuration and all implementation tasks have been completed and client is using the SmartGov system in production

User Acceptance Testing "UAT"

DSI will work with the client to conduct User Acceptance Testing ("UAT") upon the completion of configuration and development tasks to confirm SmartGov functionality using the client's UAT Test scripts, developed by the client. The client will execute their test scripts and communicate the results of the test scenario as either pass or fail. DSI will review the UAT test log for issues and will assign these issues to the appropriate resource for resolution. DSI will have up to ten (10) days to correct any functional item that fails a test, or provide a mutually acceptable written explanation of when the failed item will be corrected. In the event a bug is identified, the bug issue will be assigned to the DSI Engineering Team for assessment. DSI Engineering will then provide an estimated time frame for resolution. The client has the right to conduct additional UAT Testing for items within project scope.

Deliverables

DSI will provide the following task deliverables

- SmartGov Validation environment ready for system User Acceptance Testing
- Review any discrepancies found by the client during UAT Testing
- Correct any functional item that fails a test within 10 days, or provide a mutually acceptable written explanation of when DSI will correct the failed item
- Identified software bugs will be addressed by DSI Engineering for assessment. DSI Engineering will then provide an estimated time frame for resolution
- Provide tools for documenting UAT test scripts in the UAT testing Plan and issue tracking log as needed, client may use their own UAT Testing Plan document if available

The client will provide the following resources or task deliverables

- Create a User Acceptance Test Plan with scenario based test scripts to include end-to-end system and client business process functionality, system workflow, system configuration, data migration, interfaces, reports, etc
- Execute UAT Testing Plan
- Track and document test results
- Written acceptance of System User Acceptance Testing complete via the DSI Deliverable Acceptance Form

Assumptions and Constraints

- The client will develop a UAT Test Plan
- The client will provide resources for User Acceptance Testing throughout the process
- The client will track and document test results in a mutually agreed format
- DSI will provide resources to address discrepancies

Upon successful completion of UAT Testing, Client will sign a DSI Deliverable Acceptance form, provided by the DSI Project Manager, to document their acceptance of UAT Testing and acknowledgement that UAT Testing has been completed successfully

Project Management / Engagement Management

The Project Manager's primary goal is to deliver the project within defined constraints through planning, scheduling, and controlling those activities required to achieve the project's objectives and meet customer expectations. The Project Manager strives to deliver on schedule, within budget, within scope, and at the desired performance level.

DSI assigns a professional Project Manager and/or a professional Engagement Manager for every consulting engagement. DSI's Project Management Office ("PMO") and Project Management Methodology provides Project Managers with a formal framework that is used in initiating, planning, managing (executing, monitoring, and controlling), and closing DSI's customer projects. DSI's Project Manager will have the primary responsibility for coordinating all activities for this SOW including scheduling resources, confirming project activities and that all project deliverable and defined activities are executed within the scope of this SOW. DSI's Project Manager will serve as the single point of contact for the project related to this SOW.

DSI's Project Management Methodology provides a defined set of phases and deliverables per Project Management Institute Best Practices which include a series of planning phase activities, including initial alignment meetings to prepare for the kickoff meeting to enable all project participants to understand the project scope, project plan, and objectives. The project kickoff meeting will allow all participants to be introduced, review and understand the delivery methodology, define team roles and responsibilities, review the communications and risk management plans, review documentation templates, review the SOW and project schedule. The Executing phase allows DSI Project Managers to direct and manage project progress through task execution, distribute project related information per the Communications plan, Quality Assurance per the SOW guidelines, project team development and coaching, and checkpoint meetings to review project progress during each work week, and weekly status meetings. The Monitoring and Controlling phase provides the DSI PM with the toolset to manage the triple constraint triangle of scope, cost, and schedule through integrated change control, quality assurance, deliverable validation, risk monitoring and control, performance monitoring to plan and schedule, and initiating corrective action measures. In the Closing phase, the Project Manager will verify product and deliverable acceptance, perform final financial audits, lessons learned, project archive delivery and updates, and formal project completion acceptance from the customer.

Project Management activities include:

- Project planning and kickoff meetings
- Project schedule developed per SOW tasks, deliverables, and resource assignments
- Status reporting and status meeting
- Continuously communicating, planning, and scheduling updates
- Schedule and budget monitoring, and scope management
- Risk Management planning to continuously identify, analyze, and mitigate risks
- Action Item and decision tracking, as well as resolving and escalating issues
- Quality Control
- Change control management



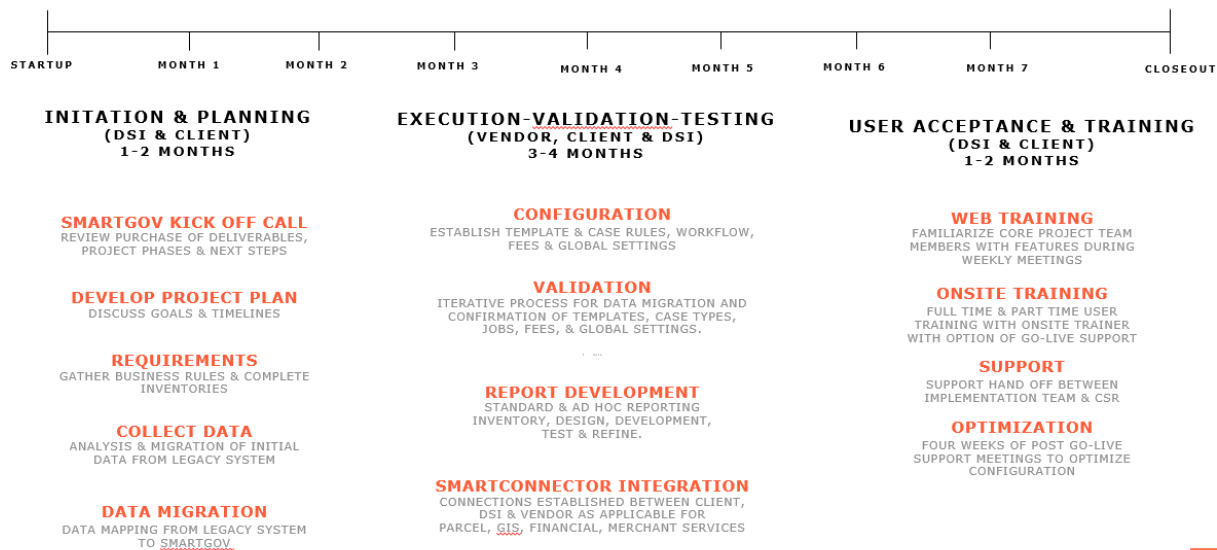
- DSI project resource management
- Work product completion and deliverable acceptance management
- Project Completion Acceptance execution

Project Timeline

DSI anticipates commencing this project on a mutually agreeable start date upon receipt of an executed SOW acceptance page ("Acceptance") found at the conclusion of this document. Within two weeks of the Orientation Call, the DSI Project Manager will schedule a mutually agreeable date and time for the project kick-off meeting. As a deliverable of the kick-off meeting, the DSI Project Manager will develop a project schedule to be shared with the clients' project manager for review and agreement. As a deliverable of the kick-off meeting, the DSI Project Manager will develop a project schedule to be shared with the clients' project manager for review and agreement.

The following generic process will be followed for the implementation of this project. Below is a depiction of the generic process the DSI Project Manager/Engagement Manager will follow for the implementation, DSI reserves the right to modify this process to reflect the scope of this project.

SMARTGOV High Level Process



Professional Services Invoicing / Billing

Invoicing Terms

DSI will generate project invoices when the above product codes are completed for the value of the product code as shown in the Investment table.

Travel Expenses

Travel expenses are inclusive in Dude Solutions pricing for your project.

DSI understands there are extenuating circumstances that require a change in scheduling. DSI will make every attempt to accommodate cancellation/rescheduling requests on an as-needed basis. Rescheduling requests will be subject to resource availability and every attempt will be made to meet requested timeframes and timelines, however, no guarantee can be made for requested dates or times. Client accepts that DSI will reschedule based upon our resources' next availability that meets the project duration requirement to complete the scope of work.

Cancellation Policy

Cancellation and Rescheduling requests will be managed per the below policy:

Cancellation/Rescheduling Fees: In the event that the Client requests to reschedule their onsite work date(s), Client must reschedule 14 days in advance of the scheduled onsite work. Any requests for rescheduling onsite work within the 14-day window prior to the scheduled onsite date, will require the Client to reimburse DSI the full cost of any **Cancellation Fees** and **Re-booking Fees** incurred.

Definitions:

- **Cancellation Fees:** Any actual fees incurred by DSI from its travel providers which are the result of the Client canceling work for scheduled date(s) which are not immediately rescheduled, including, but not limited to fees charged for airfare, train, rental car, and hotel.
- **Re-booking Fees:** Any change fees associated with changing travel arrangements to accommodate a rescheduled date requested by Client including, but not limited to, any difference in reasonable travel costs (airfare increase, hotel increase, rental car increase) incurred when re-booking for requested dates.
- **Force Majeure:** Client will not be held liable for Cancellation or Re-booking Fees incurred by DSI as a result of an act of God, such as an earthquake, hurricane, tornado, flooding, winter super storm, winter weather that shuts down a facility, or other natural disaster, or in the case of war, action of foreign enemies, terrorist activities, labor dispute or strike, government sanction, blockage, embargo, or failure of electrical service within a facility's power grid.

DSI Project Team Roles and Responsibilities

The roles listed below comprise the DSI team supporting this project. The team brings a wealth of experience and knowledge that will provide you with the highest caliber of expertise, thought leadership, and project management. *Due to the size and scope of the project, one person may play multiple roles, to be determined by DSI as appropriate.*

- **Senior Technical Consultant:** The Senior Technical Consultant ("STC") will develop and deploy the solution and ensure that it meets the business requirements for the project. The STC's goal is to deliver a responsive system that complies with the functional specification. The STC defines, designs, and implements the features or products that meet the client's functional expectations.
- **Implementation Specialist:** The Implementation Consultants ("IS") primary role is to provide project implementation support by setting up a client's account, performing system configuration as defined in the scope of the project, creating/modifying templates as defined in the scope of the project, and creating or modifying standard or custom reports as defined in the scope of the project or requirements discovered during requirements gathering sessions.
- **Project Manager / Engagement Manager:** The Project Manager's ("Project Manager" or "PM") / Engagement Manager's ("Engagement Manager" or "EM") primary role is to deliver the project within the project's defined constraints through planning, scheduling, monitoring progress, controlling scope, and managing client expectations. The PM/EM manages the process to release the correct product on schedule and within budget.

Project Assumptions and Constraints

DSI has made the following general assumptions in this SOW to derive the estimated cost for this project. It is the responsibility of City Of University City to validate these assumptions and responsibilities before signing the Acceptance. Deviations from these assumptions may impact DSI's ability to successfully complete the project and will be addressed via a CCA process, as appropriate. Any changes in scope, schedule, or costs will be documented via the CCA process, whether there is a cost impact or not. Zero dollar CCA's will be used as mutual agreement documentation for scope and schedule changes.

Project Assumptions

- Client business stakeholders must be available for onsite visits and working phone conversations.
- DSI resources will be onsite as planned and scheduled.
- Prerequisite data gathering, related to an orientation call or requirements gathering session onsite, must be completed prior to scheduled onsite or orientation call date in order to maximize onsite consulting time and resource productivity.
- DSI is not responsible for delays caused by missing data or other configuration information that is required to be available prior to the onsite visit. Having the requested data and configuration information available prior to the onsite visit may minimize delays so progress can be made quickly.
- Regarding requested enhancements or new feature development, the request will be fully documented and delivered to the DSI software engineering team for review for product inclusion, definition, development, prioritization, and sprint release development and confirmation.

General, Administrative, and Cost

- DSI must be in receipt of this SOW, signed by an authorized Client representative, prior to initiation of services including orientation calls or onsite visits.

- As applicable, designated deliverables must be approved in writing using the *DSI Deliverable Acceptance form*.
- Upon satisfactory completion of project, Client must provide project sign-off using the *DSI Project Completion Acceptance form*.
- DSI is not responsible for delays caused by Client, its contractors, or any third party vendors or third party service providers.
- All project documentation will be prepared in DSI standard format in Microsoft Word, Excel, PowerPoint, Project, Visio, and/or PDF.
- This document could include technical inaccuracies and/or typographical errors.
- **Any request** by City Of University City to modify the scope of work, schedule, or costs will require preparation of a CCA form detailing the work to be performed, as well as the associated costs. Additional work will be performed only after both parties have duly executed the CCA. Scope of work changes will impact the project schedule which will be updated to reflect such changes upon CCA approval.
- All on-site work will be conducted at Client's physical location. As required, appropriate Client personnel will be made available either at that location or via alternate means (e.g., conference call) for in-person meetings, tours, and ad-hoc meetings with appropriate personnel for additional fact finding, data gathering, and reiteration demos.

Client's Support

- Client will provide the needed input, resources, and documentation to support the tasks contained herein.
- Client will assign a project manager/leader to coordinate activities, reviews, and the collection of information in support of this project and to act as a point of contact.
- Client team members will be identified and be part of the decision-making process as it relates to changes in process, applications, technology, etc.
- Client will provide assistance in the development of functional requirements and will confirm those requirements meet the project's overall business objective.
- Client business and technical staff must be available for team workshops, requirements gathering, data gathering, and/or consulting sessions.
- Client will be responsible for scheduling and coordinating all meetings and interviews involving other teams, departments, jurisdictions, management teams, or other necessary resources required for the success of this project.
- Client will provide access to resources in a manner consistent with the proposed schedule and provide suitable designees in the absence of required resources.
- Client will provide adequate working facilities (i.e., desk, computer, telephone, contractor identification, access badge, parking pass, etc.) for DSI to perform any portion of this project that must be conducted at Client's facility and access to all applicable software, databases, tools, and systems at their facilities.

- Client will ensure that the consultant(s) are granted access to the facilities and/or systems required to conduct the necessary work defined in this SOW.
- Client will provide a knowledgeable Escort for data gathering, requirements gathering, tours, and access to restricted personnel as necessary.
- A minimum of 24-hour notice if all minimum required members for any scheduled meeting cannot attend the meeting. This will allow the meeting coordinator sufficient time to cancel or re-schedule the meeting.
- Advance notice if there is to be any additional incurred travel expenses above and beyond the contract. DSI will confirm approval of all travel dates and expenses in email from the appropriate project sponsors prior to being on site.

Client Engagement Responsibilities

The below table demonstrates the anticipated client engagement responsibilities and level of effort involvement to ensure the success of the project.

Role	Time (% FTE)	Responsibilities
Implementation Project Lead	30-40%	<ul style="list-style-type: none"> • Serve as primary Person of Contact • Work with Dude PM to plan and schedule client resources • Manage the scope of the paid services in SOW • Coordinate Client staff assignments • Manage Client activities to meet schedule commitments • Mitigate all implementation risks • Define requirement/layouts of reports purchased • Identify requirements for any connectors purchased • Sign-off on completion of all implementation services delivered
Subject Matter Experts (Multiple)	40-60%	<ul style="list-style-type: none"> • Attend Implementation/configuration meetings • Define and provide input into configuration • Attend User Acceptance and validation Training • Validate data and configuration • Develop UAT Test Scripts

IT Lead	5-10%	<ul style="list-style-type: none"> • Manage infrastructure changes to support SmartGov • Provide the data to be migrated from systems • Mitigate any technical issues • Coordinate technical assignments required to implement • SMARTConnectors, including GIS and parcel data
Data Validator / UAT Testing	20-30%	<ul style="list-style-type: none"> • Validate all data migrated • Comprehend the data in the prior system and how it translates to Community Development • Verify the data that was validated • Participate in UAT Testing, execute test scripts and provide feedback
System Administrator	10-15%	<ul style="list-style-type: none"> • Manage SmartGov Configuration • Create user accounts • Handle user access/privileges • Reset passwords • Supervise organization information changes • Regulate system values • Customize attributes • Generate ad hoc reports • Support internal usage of SmartGov
Training Coordinator	10%	<ul style="list-style-type: none"> • Manage data within SmartGov, specifically: • Accreditations • Task lists • Training Tracks • Assessments • Training Items • Training Location (conference room, off-site, etc.)
User	Case-by-Case	<ul style="list-style-type: none"> • Participate in SmartGov training • Participate in UAT Testing, execute Test Scripts

Change Control Authorization Process

In order to maintain a positive relationship with our clients and to complete all services and deliverables of a project on a timely basis, all facets of the project must be agreed upon, and any changes to the project must be requested and evaluated for impacts. Change control is an essential mechanism to monitor and document all project changes and deviations from the original scope and objectives of the project. All project changes must be requested via the project CCA process. The basic steps for a change are:

- The client team or DSI team discovers a need to change the project.
- The authorized client project manager or DSI Project Manager is notified and a CCA is initiated.
- The written project change request is reviewed by all necessary parties and either accepted or rejected.
- If rejected, the change request is maintained in the project file for reference purposes.
- If the written change request is accepted, then:
 - All necessary signatures are recorded on the change request
 - All affected documentation is revised to reflect the change(s)
 - Any adjustments to schedule, scope, and/or cost are made to the overall project plan
 - Signatures are required for all change requests
- Copies of the official approved and signed CCA are forwarded to the customer project manager and DSI Project Manager for the documentation archive. DSI will forward a copy to the Project Accounting Team in the office to update the project information and budget (if necessary).

Change Control Authorizations Process Steps

Step	Type	Description
1	Request	A request is made for a change to the agreed upon scope baseline. The request may be internally or externally generated, must be formally written and communicated to the project manager, and may have been prompted by any number of reasons or events.
2	Evaluate	The project manager facilitates an evaluation to confirm that the requested change is in fact a change to the agreed upon scope baseline. If so, the project manager implements the request as described below.
3	Assess	If the request is in fact a change to the scope baseline, the project manager assesses the impact on project schedule, budget and work products, using a similar approach as the original project planning process, utilizing team member expertise as needed.

4	Document	The project manager documents the project impact and other critical information in a CCA form. A summary of the change is recorded in a change order log. This log is required, and is a very useful tracking tool, and is included in the project status report.
5	Decide	The change order is presented to the project's governing authority, typically a steering committee, stakeholder's, or equivalent. In some cases, the project may have a separate change management board to process change requests. The governing authority decides whether or not to implement the change, and obtains approval for any needed additional resources (if it does not itself have the authority to authorize resource changes).
6	Incorporate	The project manager incorporates changes into the project's scope baseline in the form of such artifacts as contracts, statements of work, project plans, requirements and design documents per the approved CCA document.
7	Implement	The project team implements the changes.

Project Terms and Conditions

Statement of Work ("SOW") is entered into by and between Dude Solutions, Inc. ("DSI") and City Of University City pursuant to and subject to the project terms and conditions ("Project Terms and Conditions") specified below.

- A SOW must be signed by an authorized representative of and who has full authority to bind Client before the scheduling and delivery of any software, software support, and the commencement of Professional Services. In addition, the terms of the DSI [Online Subscription Agreement \(http://dudesolutions.com/terms\)](http://dudesolutions.com/terms) shall apply with the terms of the SOW taking precedence in the event of a conflict. Acceptance by electronic signature is considered a valid and legally binding form of receipt.
- Invoicing terms are Net 30. Invoices unpaid by Client after 30 days of the invoice date will bear interest at the lower of either (a) the rate of 1.5% per month calculated monthly or (b) the highest rate permitted by applicable law.
- All applicable taxes and freight are the responsibility of Client and will appear on invoices as actual cost.
- All orders are subject to credit approval.
- DSI reserves the right to require that overdue Client accounts be paid to current for all prior DSI completed projects before a new SOW can be executed.
- SOW must be accepted and signed by Client within 60 days after which DSI reserves the right to adjust or requote the engagement.
- Employment and Subcontractors. DSI and Client agree that the employees of each may possess technical abilities that are in great demand and further agree that each party has incurred substantial expense in recruiting and training such employees and would incur even greater expense if required to replace any such employee. Therefore, DSI and Client each agree not to recruit or employ, either directly or indirectly, a present employee of the other during the term of this SOW between them, and for two (2) years following termination of this SOW. Client further agrees that during the term of this SOW and for six (6) months following the termination of this SOW, it will not, without DSI's prior written consent,

engage any subcontractor which DSI utilizes to provide the services contemplated under the SOW should that be the case.

- Warranties on Services and Work Product:
 - DSI warrants that the Services shall be performed in a professional manner and to standards not less than those generally accepted in the industry. The foregoing Warranty shall not apply to any portion of a deliverable hereunder (a "Work Product") that has been modified by a party other than DSI without DSI's prior written approval.
 - Client's exclusive remedy and DSI's entire liability shall be the re-performance of the Professional Services.
 - **Disclaimer.** Except as expressly provided in this SOW, with respect to the services and the work product, DSI makes and Client receives no other warranties, expressed or implied, and expressly includes all warranties of merchantability and fitness for a particular purpose.
- Term and Termination:
 - The term of this SOW shall be effective and binding, and commence on the date signed by Client and shall terminate as provided herein or upon written acceptance of the work performed with final payment received.
 - **Termination Without Cause.** Either party may terminate this SOW for any reason or no reason by providing the other party with thirty (30) days prior written notice.
 - **Termination for Breach.** Except for a party's breach of its confidentiality obligations under this SOW, or any other agreement, current, and existing between both parties (which breach shall give the non-breaching party the right to automatically and immediately terminate this SOW), if either party is in material breach of this SOW, the non-breaching party may provide a written notice to the breaching party specifying the nature of the breach. The breaching party shall have thirty (30) days from receipt of such notice to correct the breach. If the breach is not cured within such period, the non-breaching party may terminate this SOW by providing the breaching party with written notice of termination. Consent to extend the thirty (30) day cure period shall not be withheld unreasonably if the breaching party has commenced cure efforts during such period and pursues cure of the breach in good faith. Notwithstanding the foregoing, if Client is in breach of the payment terms of this SOW and does not correct such breach within ten (10) business days of notice from DSI, DSI may terminate this SOW, and may suspend performance under any other SOW in progress, pending receipt of payment in full.
 - **Other Termination.** Either party may terminate this SOW immediately upon the occurrence of any of the following events with respect to the other party: (a) a receiver is appointed for either party or its material assets; (b) either party becomes insolvent, generally unable to pay its debts as they become due, or makes an assignment for the benefit of its creditors or seeks relief under any bankruptcy, insolvency or debtor's relief law; (c) if proceedings are commenced against either party, under any bankruptcy, insolvency or debtor's relief law, and such proceedings have not been vacated or set aside within sixty (60) days from the date of commencement thereof; or (d) if either party is liquidated, dissolved or ceases operations.
 - **Payment upon Termination.** Following a termination for cause by DSI under the above, Client shall, within ten (10) business days of such termination, pay DSI for all Services properly performed in accordance with this SOW, through and including the date of termination according to the fees and rates set forth in the applicable SOW.



We are committed to helping you build your knowledge, network and skills – and [Dude University 2020](http://www.university2019.com/) is the best training and professional development for operations management professionals. Join us for four days of intensive training where you can: (<http://www.university2019.com/>)

- Build a strategic vision for your department and ensure goals align with the mission and vision of your organization.
- Save your organization time and money by investing in the training you need to keep your operations excellent and highly efficient.
- Learn how your peers are successfully overcoming similar challenges so you can be a leader of positive change.
- Receive hands on training and 1on1 guidance from our Client Success experts.

Your registration also includes:

- Professional development and leadership sessions
- Beginner and advanced solution training classes
- Peer-led best practices roundtables and panel discussions
- Hands-on solution training
- Sunday Opening General Session & Motivational Keynote Speaker
- Registered conference attendees also receive the following meals included:
 - **Sunday Welcome Reception & Dinner**
 - **Hot breakfast Monday, Tuesday and Wednesday**
 - **Networking lunch on Monday & Tuesday**
 - **Tuesday Client Appreciation Dinner**

Dude University Policies

CANCELLATION & SUBSTITUTION POLICY

If you are no longer able to attend this event, you may transfer your registration to another individual within your organization up to April 24, 2020. In the event you are unable to transfer your registration, you may cancel in accordance with the following refund terms:

- Cancellations received up until 11:59 pm ET on February 28, 2020 will be fully refunded.
- Cancellations received up until 11:59 pm ET on March 31, 2020 will receive a 50% refund.
- After 11:59 pm ET on March 31, 2020, we are unable to issue a refund.

SPOUSE/GUEST POLICY

Attendees can add a guest when registering for Dude University. Guest passes are available for \$200 and include admission to both Sunday and Tuesday evening networking events. Guests must be 21 years or older, and cannot attend conference keynotes, breakout sessions or any other conference meals.

PHOTOGRAPHY, AUDIO AND VIDEO RECORDING

Dude Solutions has photographers and videographers taking pictures and video of events and people. We do not prohibit participants, exhibitors, sponsors, news organizations or other companies from photographing, video, or audio- taping activities in public spaces. By attending this event, you agree that Dude Solutions has the right to use, reproduce, broadcast or incorporate in any manner whatsoever, all or any portion of photographs and/or videos of you for use in marketing materials and/or training materials and for internal use ("Materials"). You grant, irrevocably transfer and assign to Dude Solutions your entire right, title and interest, if any, in and to the Materials and all copyrights in the Materials arising in any jurisdiction throughout the world, including the right to register and sue to enforce such copyrights against infringers. You also waive any right to royalties or other compensation related to the use of the Materials. You understand that the Materials may be substantially edited, altered, rearranged or modified. You hereby waive any right to inspect or approve the use of the Materials in any media.

BADGE SCANNING

By allowing an exhibitor and/or sponsor to scan your badge throughout the event, you are opting-in to receiving communications from that entity. You will be subject to their communications and privacy policy and must opt-out with them directly.

ADMITTANCE

Dude Solutions, at its sole discretion reserves the right to refuse admittance to or expel from the event anyone for any lawful reason, including but not limited to circumstances where attendee(s) are behaving in a manner that could be disruptive or dangerous to the event or other attendee(s). Attendee(s) who are refused admission or expelled from the event will not receive a refund of any payment rendered.

VIEWS

The views expressed by any event attendee, speaker, exhibitor or sponsor are not necessarily those of Dude Solutions. All event attendees, speakers, exhibitors and sponsors are solely responsible for the content of any and all individual or corporation presentations, marketing collateral, advertising and online Web content. If applicable, Dude Solutions reserves the right to substitute an equally qualified speaker in case of an emergency or cancellation. Dude Solutions has no duty with respect to presenters, exhibitors or sponsors, and makes no endorsements of any presentation or product.

LIMITATION OF LIABILITY



In no event shall Dude Solutions, in the aggregate, be liable for injury or damages of any Attendee during this event or traveling to or from this event. Dude Solutions disclaims any liability for the acts of any outside entities related to this event and reserves the right to cancel the event without liability. Airline tickets, hotel reservations and any other accompaniments in anticipation of attending the event are done at Attendee's own risk. In the event that Dude Solutions cancels the event, Dude Solutions may, at its sole discretion, issue a refund of registration payment.

Each Attendee shall be personally responsible for his/her/their behavior. The organizers do not accept responsibility for the behavior of any Attendee or outside entity during the event. Dude Solutions shall not be liable for any delays or failure in performance or interruption of services resulting directly or indirectly from any cause or circumstance beyond the reasonable control of Dude Solutions.

Attendee(s) at this event agree to indemnify, defend, and hold harmless Dude Solutions, its officers, directors and agents, against all claims arising out of actions or omissions of Attendee(s) at or in connection with this event. Under no circumstances shall Dude Solutions have liability with respect to its obligations under this agreement or otherwise for loss of profits or direct, exemplary, consequential, indirect, incidental, punitive or other indirect damages of any kind whether alleged as a breach of contract or tortious conduct, including negligence, or based on any other cause of action.

Registering to attend this event acknowledges acceptance of these terms and provisions of registration.



Signature

Presented to:

Q-144550

October 16, 2019, 11:15:20 AM

Accepted by:

Printed Name

Signed Name

Title

Date

Clifford Cross

From: Brian Ondrako <brian.ondrako@dudesolutions.com>
Sent: Thursday, October 31, 2019 3:09 PM
To: Clifford Cross
Subject: RE: SmartGov by Dude Solutions Agreement
Attachments: City of University City_SmartGov by Dude Solutions Agreement_10312019.pdf

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Cliff,

Thanks for catching up today to sort through this all. Attached and link below to the most updated agreement. Everything else remains the same besides the addition of the Data Migration Research & Analysis costs we discussed to add on for \$6,095.

Proposal link - <https://dudesolutions.octiv.com/view/q-144550-ca220bf4-b187-4460-bfab-dde8bc83fa35>

Let me know if you had any other questions and please send over any comments from your legal counsel if there are any so I can get my team on it.

Thanks!

Brian

From: Brian Ondrako
Sent: Wednesday, October 16, 2019 2:35 PM
To: Clifford Cross <ccross@ucitymo.org>
Subject: SmartGov by Dude Solutions Agreement

Cliff,

Great to catch up today and looking forward to the partnership. Good news on this end as I did receive a thumbs up for a 4-month concession on the initial term and you'll see that reflected in the proposal under the Subscription section.

Here is the link to the digital proposal – <https://dudesolutions.octiv.com/view/q-144550-ca220bf4-b187-4460-bfab-dde8bc83fa35>

Also, attached so you can forward it on to your general counsel.

Please let me know you received this and if any immediate questions arise on your end.

Thanks,

Brian

Brian Ondrako / Senior Account Executive / [Dude Solutions](#) / P 919.674.8655 / M 910.797.8706

**Explore our resources for [Government](#)
SmartGov Permitting Software [Video](#)**

This communication is intended for the sole use of the person(s) to whom it is addressed and may contain information that is privileged, confidential or subject to copyright. Any unauthorized use, disclosure or copying of this communication is strictly prohibited. If you have received this communication in error, please contact the sender immediately. Any communication received in error should be deleted and all copies destroyed.



Council Agenda Item Cover

MEETING DATE: December 9, 2019

AGENDA ITEM TITLE: Liquor License for **Winslow's Table, 7213 Delmar Blvd.**

AGENDA SECTION: Consent

CAN THIS ITEM BE RESCHEDULED? Yes

BACKGROUND REVIEW: **Winslow's Table** has applied for **All Kinds of Intoxicating Liquor, by the Drink, Retail** liquor license including **Sunday Liquor License**.

The Applicant / Managing Officer is Mary Gallina.

- A background check / investigation by the Police Department revealed no disqualifying information.
- Department Approval was granted from all necessary departments.
- Recommendations from University City citizens are included.
- The applicant has opted out of getting a Petition from business owners within a radius of 200 feet. The applicant is relying on a five-sevenths vote approval from City Council.
- A current Certificate of No Sales Tax Due issued by the Missouri Department of Revenue was received relative to the business.
- 2018 personal property tax record for the applicant indicates payment of taxes.
- Current voter registration documentation for the applicant was provided.

RECOMMENDATION: City Manager recommends the approval of the Liquor License.

ATTACHMENT: Memorandum Report from Police Department.



CITY OF UNIVERSITY CITY
APPLICATION FOR LIQUOR LICENSE
 University City Municipal Code, Chapter 600 Section 600.060

INSTRUCTIONS: Read each question carefully. Make certain that each question is answered completely and correctly before you submit this application. If you need additional space, use the additional sheet provided at the end of this application. If a question does not apply to you, write N/A in the space, do not leave any blank fields. Submit all documents as requested. **PLEASE PRINT CLEARLY.**

Please note that this application may only be completed and filed by a sole proprietor, corporate officer, managing partner, or managing officer of the business applying for this license.

◇ AN APPLICANT IS NOT PERMITTED TO OPERATE UNTIL LICENSE IS ISSUED ◇

Applications must be accompanied by a non-refundable application filing fee of \$25.00

Type of license requested- separate license shall be obtained for each of the following classes of sales:
 (Please check each classification that applies)

- | | | | |
|-------------------------------------|-----|---|----------|
| <input checked="" type="checkbox"/> | 2- | All kinds of intoxicating liquor, by the drink, retail | \$450.00 |
| <input type="checkbox"/> | 4- | CLUB: All kinds of intoxicating liquor, by the drink, retail | 200.00 |
| <input type="checkbox"/> | 5- | Malt liquor not in excess of 5% alcohol wholesaler to wholesaler | 75.00 |
| <input type="checkbox"/> | 6- | Intoxicating liquor not in excess of 22% alcohol wholesaler to wholesaler | 150.00 |
| <input type="checkbox"/> | 7- | Malt liquor not in excess of 5% alcohol wholesaler to retailer | 150.00 |
| <input type="checkbox"/> | 8- | Intoxicating liquor not in excess of 22% alcohol wholesaler to retailer | 300.00 |
| <input type="checkbox"/> | 9- | Malt liquor in excess of 3.2% and not in excess of 5% alcohol, by the package, retail | 75.00 |
| <input type="checkbox"/> | 10- | Malt liquor in excess of 3.2% and not in excess of 5% alcohol, by the drink, retail | 75.00 |
| <input type="checkbox"/> | 11- | Malt liquor not in excess of 5% beer and 14% wine, by the drink, retail | 75.00 |
| <input type="checkbox"/> | 12- | Intoxicating liquor not more than 22%, by the package, retail | 75.00 |
| <input type="checkbox"/> | 13- | Intoxicating liquor of all kinds, wholesaler to wholesaler | 375.00 |
| <input type="checkbox"/> | 14- | Intoxicating liquor of all kinds, wholesaler to retailer | 750.00 |
| <input type="checkbox"/> | 15- | Intoxicating liquor of all kinds, by the package, retail | 150.00 |
| <input checked="" type="checkbox"/> | | Sunday Liquor License | 300.00 |

I. BUSINESS APPLYING FOR LICENSE:

A. BUSINESS NAME AND TYPE

-
- Sole Owner
-
-
- Partnership
-
-
- Corporation
-
-
- Limited Liability Company

Winslow's Table

B. DESCRIPTION OF PREMISES AND ADDRESS:

DESCRIPTION: Main floor & lower level of two-story building, including summer garden to the South.ADDRESS: 7213 Delmar Ave, St. Louis MO 63130HOURS OF OPERATION: 11am-1:30am

C. PHONE:

(407)620-1244

II. MANAGING OFFICER:

A. NAME: (LAST)

Gallina

(FIRST)

Mary

(MIDDLE INITIAL)

T

B. ADDRESS, CITY & ZIP CODE:

7540 Lovella Ave. Richmond Heights, MO 63117

C. PHONE:

(407)620-1244

D. DATE OF BIRTH:

F. BUSINESS PHONE: (IF DIFFERENT FROM ABOVE)

G. PREVIOUS ADDRESS: (IF NOT AT PRESENT ADDRESS FOR 5 YEARS OR MORE)

4205 Botanical Ave. #2W, St. Louis, MO 63110

H. IF FOREIGN BORN, PLEASE STATE COUNTRY, PLACE AND STATE OF NATURALIZATION:

N/A

I. MISSOURI RESIDENT SINCE: (MONTH & YR)

01/2015

K. TOWNSHIP:

St. Louis

L. COUNTY:

M. CURRENT BUSINESS OR OCCUPATION OF APPLICANT:

Vicia- Managing Officer

N. NAME OF CORPORATION, PARTNERSHIP OR CLUB: (IF APPLICABLE)

FOR PARTNERSHIP OR LIMITED PARTNERSHIP**NUMBER OF MEMBERS:**

A2. STATE NAMES, ADDRESSES, PHONE NUMBERS AND DATES OF BIRTH OF ALL PARTNERS: (USE PAGE 7 IF NECESSARY)

FOR CORPORATION OR LIMITED LIABILITY COMPANY**NUMBER OF MEMBERS:**

A3. STATE NAMES, ADDRESSES, PHONE NUMBERS AND DATES OF BIRTH OF ALL OFFICERS, DIRECTORS AND STOCKHOLDERS OWNING 1% OR MORE INTEREST IN THE CORPORATION OR MEMBERS OF A LIMITED LIABILITY COMPANY. (USE PAGE 7 IF NECESSARY)

Mary Gallina- 4205 Botanical Ave. #2W, St. Louis, MO 63110, (407)620-1244.

Michael Gallina II- 4205 Botanical Ave, #2w, St. Louis, MO 63110, (407)620-124.

OTHER PERSONS**NUMBER OF MEMBERS:**

A4. LIST NAMES, ADDRESSES, PHONE NUMBERS AND DATES OF BIRTH FOR ALL OTHER PERSONS WHO HAVE AN INTEREST IN THE BUSINESS FOR WHICH LICENSE IS REQUESTED. (USE PAGE 7 IF NECESSARY)

B4. IN WHAT TYPE OF BUSINESS IS EACH OF THE ABOVE PERSONS ENGAGED: (USE PAGE 7 IF NECESSARY)

III. OTHER INFORMATION	
A. IS APPLICANT A QUALIFIED VOTER IN THE STATE OF MISSOURI? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	B. IS APPLICANT AN ASSESSED, TAX PAYING CITIZEN IN THE STATE OF MISSOURI? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
C. HAS APPLICANT PREVIOUSLY HELD A LIQUOR LICENSE OF ANY TYPE? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (IF YES, EXPLAIN, SEE ITEM D)	D. EXPLAIN (WHEN, WHERE?) Vicia- 4260 Forest Park Pkwy, St. Louis, MO 63108 March 2017-present
E. HAS APPLICANT, OR ANY EMPLOYEE, OR PROPOSED EMPLOYEES, EVER BEEN DENIED A LIQUOR LICENSE, OR HAD A LICENSE TO SELL LIQUOR REVOKED? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (IF YES, EXPLAIN, SEE ITEM F)	F. EXPLAIN (WHEN, WHERE?)
G. HAS APPLICANT EVER BEEN EMPLOYED IN ANY CAPACITY BY A BUSINESS WITH A BEER, WINE OR LIQUOR LICENSE? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO (IF YES, EXPLAIN, SEE ITEM H)	H. EXPLAIN (WHEN, WHERE?) Vicia- 4260 Forest Park Pkwy, St. Louis. MO 63108 March 2017- present
I. HAS THE APPLICANT, EMPLOYEE, OR PROPOSED EMPLOYEE EVER BEEN CONVICTED OF A VIOLATION OF ANY LAW REGULATING, CONTROLLING, OR PROHIBITING THE SALES OR MANUFACTURING OF INTOXICATING LIQUOR? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (IF YES, EXPLAIN. USE PAGE 7 IF NECESSARY)	
J. HAS ANY DISTILLER, WHOLESALER, WINE MAKER, BREWER OR ANY EMPLOYEE, OR AGENT THEREOF, HAVE OR PROPOSE TO HAVE, ANY FINANCIAL INTEREST IN THE BUSINESS TO WHICH THIS APPLICATION APPLIES? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (IF YES, EXPLAIN. USE PAGE 7 IF NECESSARY)	
K. INDICATE THE TYPE OF BUSINESS, IF ANY, APPLICANT PROPOSES TO CONDUCT ON PREMISES IN ADDITION TO SALE OF INTOXICATING LIQUOR: <input checked="" type="checkbox"/> RESTAURANT <u>Sit down restaurant</u> <input type="checkbox"/> HOTEL DINING ROOM _____ <input type="checkbox"/> OTHER (PLEASE EXPLAIN) _____	
L. STATE ESTIMATE OF ANNUAL SALES VALUE: FOOD \$ <u>750,000</u> OTHER (INCLUDING LIQUOR) \$ <u>250,000</u>	
M. IS THERE A SCHOOL, CHURCH, SYNAGOGUE, PUBLIC PARK OR PLAYGROUND WITHIN ONE HUNDRED FIFTY (150) FEET OF THE PROPOSED BUSINESS? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO (IF YES, STATE THE NAME AND APPROXIMATE DISTANCES):	
N. IS THE APPLICANT INDEBTED TO ANY PERSON FOR MONEY OR PROPERTY, TO BE USED IN THE LICENSED BUSINESS? (IF YES, STATE AMOUNT OF INDEBTEDNESS AND TO WHOM IT IS OWED.) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	AMOUNT OWED: \$
	NAME:
	ADDRESS, CITY, STATE, & ZIP:
PHONE:	OCCUPATION:

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

Comes now _____ of lawful age, being first duly sworn upon oath, deposes and says that he or she: (1) is the sole proprietor, corporate officer, managing partner, or managing officer of the business applying for this license, (2) is authorized to make this application, (3) has read this application and understands same, (4) knows the contents of this application, (5) swears that the answers and statements contained in this application are true and correct, and (6) on behalf of the applicant, agrees to comply with all laws of the City of University City and the State of Missouri relevant to the applicant's business.

X 
SIGNATURE OF APPLICANT/MANAGING OFFICER

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS DAY 5th OF September 2019.

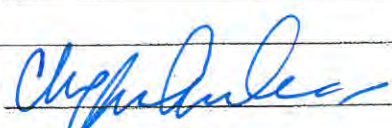

NOTARY PUBLIC

MY COMMISSION EXPIRES: 10/19/2020

**ASHLEE L APKEN
NOTARY PUBLIC
STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXPIRES: 10/19/2020
COMMISSION #16659178**

THIS SECTION FOR CITY USE ONLY

APPROVALS:

Police Chief	_____	Date: _____
Comments:	_____	
Community Development		Date: <u>11/22/19</u>
Comments:	_____	
City Manager	_____	Date: _____
Comments:	_____	

IV. SUNDAY LIQUOR LICENSE

If application is for Sunday liquor license, complete the following section:


Under the provisions of Chapter 600, Section 600.260 of the Municipal code of the City of University City, application is hereby made for a license to sell intoxicating liquor between the hours of 9:00 A.M. and midnight on Sundays.

A. APPLICANT NAME: (LAST)	(FIRST)	(MIDDLE INITIAL)
Mallina	Mary	T.
B. BUSINESS NAME:		PHONE NUMBER:
The Little Chick, LLC dba Winslow's Table		407-620-1244

Type of Liquor License held or applied for:

- 1-2 All kinds of intoxicating liquor, by the drink, retail
- 9 Malt liquor in excess of 3.2% not in excess 5% alcohol, by the package, retail
- 10 Malt liquor in excess of 3.2% not in excess 5% alcohol, by the drink, retail
- 11 Malt liquor not in excess of 5% beer and 14% wine, by the drink, retail
- 12 Intoxicating liquor not more than 22%, by the package, retail
- 15 Intoxicating liquor of all kinds, by the package, retail

For the purpose of obtaining said Sunday Liquor license: applicant states that at least fifty percent (50%) of the gross income of the restaurant bar at the above location is derived from the sale of prepared meals or food consumed on the premises, or which has an annual gross income of at least two hundred seventy-five thousand dollars (\$275,000.00) from the sale of prepared meals or food.

X 
Signature of Applicant

Manager/owner
Title of Applicant

8/29/19
Date

Five recommendations are required for Applicants petitioning for a license to sell intoxicating liquor by the drink at retail under section 5.08.060 of University City Municipal Code.

Each of the following recommendations is to be filled in and signed by a creditable resident, real property tax-paying citizen of University City, vouching for the character of the applicant.

1) Date: 4 SEPT 2019 Name: BRIAN BARNHART
Location of University City real property taxed in your name: 6931 COLUMBIA AVE
How long have you known applicant? 7 Are you related? N
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? N
Do you vouch for applicant's moral character and reputation? YES
Phone Number: 614-282-7065 Signature: [Signature]

2) Date: 9/4/19 Name: Rachel Delston
Location of University City real property taxed in your name: 6931 Amherst Ave
How long have you known applicant? 3 Are you related? No
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? NO
Do you vouch for applicant's moral character and reputation? Yes
Phone Number: 314 303 9625 Signature: [Signature]

3) Date: 9/4/19 Name: Matthew Byron
Location of University City real property taxed in your name: 6931 Amherst Ave.
How long have you known applicant? 3 yrs Are you related? No
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? No
Do you vouch for applicant's moral character and reputation? Yes
Phone Number: 314-495-2597 Signature: [Signature]

4) Date: 9/4/19 Name: CLAUDIA G. MORAN
Location of University City real property taxed in your name: 6923 AMHERST AVE
How long have you known applicant? 1 yr Are you related? NO
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? NO
Do you vouch for applicant's moral character and reputation? YES
Phone Number: 314.974.6383 Signature: [Signature]

5) Date: _____ Name: _____
Location of University City real property taxed in your name: _____
How long have you known applicant? _____ Are you related? _____
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? _____
Do you vouch for applicant's moral character and reputation? _____
Phone Number: _____ Signature: _____

Five recommendations are required for Applicants petitioning for a license to sell intoxicating liquor by the drink at retail under section 5.08.060 of University City Municipal Code.

Each of the following recommendations is to be filled in and signed by a creditable resident, real property tax-paying citizen of University City, vouching for the character of the applicant.

1) Date: 8/30/2019 Name: Elizabeth Heller
Location of University City real property taxed in your name: 541 Mapleview Dr.
How long have you known applicant? less than 1 year Are you related? No
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? No
Do you vouch for applicant's moral character and reputation? Yes
Phone Number: 618 954-9999 Signature: Elizabeth Heller

2) Date: _____ Name: _____
Location of University City real property taxed in your name: _____
How long have you known applicant? _____ Are you related? _____
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? _____
Do you vouch for applicant's moral character and reputation? _____
Phone Number: _____ Signature: _____

3) Date: _____ Name: _____
Location of University City real property taxed in your name: _____
How long have you known applicant? _____ Are you related? _____
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? _____
Do you vouch for applicant's moral character and reputation? _____
Phone Number: _____ Signature: _____

4) Date: _____ Name: _____
Location of University City real property taxed in your name: _____
How long have you known applicant? _____ Are you related? _____
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? _____
Do you vouch for applicant's moral character and reputation? _____
Phone Number: _____ Signature: _____

5) Date: _____ Name: _____
Location of University City real property taxed in your name: _____
How long have you known applicant? _____ Are you related? _____
Are you aware of any reason to refuse applicant a license to sell intoxicating liquor? _____
Do you vouch for applicant's moral character and reputation? _____
Phone Number: _____ Signature: _____



6801 Delmar Blvd
University City, MO 63130
Tel: (314) 505-8544
Fax: (314) 863-0921

VI. PETITION- COMPLETE IF APPLYING FOR LICENSE TYPE 2, 10, OR 11

Under Chapter 600, Section 600.080, a petition must be submitted in favor of the license. **Please Note: In the absence of valid petitions, the city council must have a five-sevenths vote to approve the license.**

The undersigned taxpaying citizens, record owners of property within a radius of 200 feet of the primary public entrance of the premises in which the applicant proposes to sell intoxicating liquor, and owners occupying or conducting a business on the main or surface floor of buildings within such radius, hereby approve the foregoing application, and consent to the issuance to the applicant of a license to sell intoxicating liquor by the drink, to be consumed on the premises where sold:

NAME	ADDRESS

(Attach additional sheet if necessary)

VII. ADDITIONAL INFORMATION

USE THIS SHEET FOR ANY ADDITIONAL INFORMATION. LIST PAGE, SECTION, AND LETTER TO WHICH THE INFORMATION APPLIES.

PAGE	SECTION	LETTER	ADDITIONAL INFORMATION

TAXATION DIVISION
PO BOX 3000
JEFFERSON CITY, MO 65105-3000



Missouri
DEPARTMENT OF REVENUE

Telephone: 573-751-5860
Fax: 573-522-1722
E-mail: businesstaxregister@dor.mo.gov

THE LITTLE CHICK, LLC
TARA GALLINA
4260 FOREST PARK AVE
SAINT LOUIS, MO 63108-2811

October 03, 2019

CERTIFICATE OF NO TAX DUE

RE: Notice Number 2008864989
MISSOURI ID: 25864831

To whom it may concern: The Department of Revenue, State of Missouri, certifies that the above listed taxpayer/account has filed all required returns and paid all SALES TAX due, including penalties and interest, or does not owe any SALES TAX, according to the records of the Missouri Department of Revenue, as of October 03, 2019. These records do not include returns that are not required to be filed as of this date for taxes previously collected or that have been filed but not yet processed by the Department.

This statement only applies to SALES TAX due and does not limit the authority of the Director of Revenue to assess, or collect liabilities under appeal, in default of an installment agreement entered into with the Director of Revenue or that become known to the Department as a result of an audit, a review of taxpayer's records, or a determination of successor liability.

THIS CERTIFICATE REMAINS VALID FOR 90 DAYS FROM THE ISSUANCE DATE.

TAXATION DIVISION

Gregory F.X. Daly, Collector of Revenue, City of St. Louis

Personal Property Tax Receipt

2018 - Account S15373 - GALLINA, MICHAEL R

This information reflects the tax status for the account and tax year indicated.

If you have any questions you can contact the Collector of Revenue by calling (314) 622-4105.

Account Information

No taxes are due effective 08/22/2019

Name:	GALLINA, MICHAEL R GALLINA, MARY T
Account Status:	Active: 2017 - Current
Local Address:	4205 BOTANICAL #2W ST LOUIS MO 63110
Mailing Address:	4205 BOTANICAL #2W ST LOUIS MO 63110

Office Use

08/22/2019 11:30:26

18 01 S15373 GAL

Tax Year 2018

Bill	Tax Rate	Date Paid	Original Tax Amount	Interest	Penalty	Recording Fee	Court/Suit Cost	Total Balance Due
1	8.4200	01/02/2019	\$675.94	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

Vehicles 2018

Bill	Year	Vehicle Type	Make	Model	Body	Product Code	Unit	Assessed Value
1	2016	Trucks/Pickups/SUV/Jeeps	FORD	EDGE	SEL	810454	1	7,909

J - 2 - 13

MATTHEW W. POTTER
Commissioner

ERIC FEY
Director of Elections



PEGGY BARNHART
Commissioner

RICK STREAM
Director of Elections

09/04/2019

751517548
MARY GALLINA
7540 LOVELLA AVE
ST LOUIS, MO 63117

Dear Voter:

This letter is official acknowledgement of receipt of your application to register to vote. You are officially registered at 7540 LOVELLA AVE, ST LOUIS, MO 63117.

To vote, you must present one of the following: a Missouri or United State government-issued photo ID such as a driver license, nondriver license, passport, or military ID, student ID from a Missouri university, college, vocational or technical school, utility bill, bank statement, government check, paycheck, or another government issued document showing your name and address. If you do not possess a driver or nondriver license, you may obtain one (1) at no charge. If you need assistance obtaining a photo ID to vote, please contact the Secretary of State's office at (866) 868-3245.

In order to vote an absentee ballot, you can do so either in person at your local election authority's office or by requesting an absentee ballot by mail. You will need to provide a copy of one of the acceptable forms of ID listed above.

Sincerely,

PROTECT OUR DEMOCRACY
GET PAID, GET INVOLVED, AND SERVE YOUR COMMUNITY
BECOME AN ELECTION JUDGE TODAY



stlouisco.com/elect



@STLCBOE

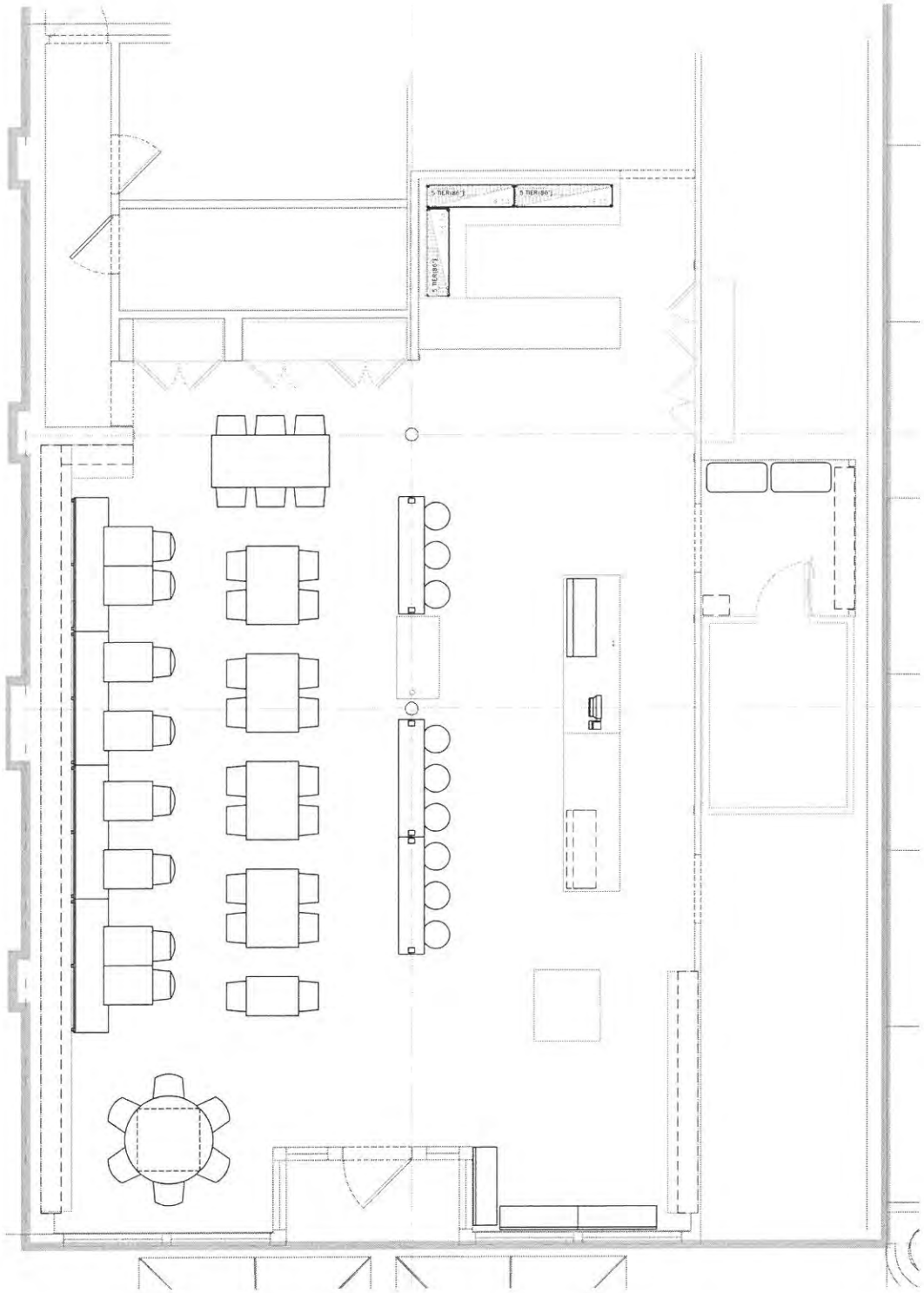


facebook.com/sticoboe



314-615-1800

725 Northwest Plaza Drive, Saint Ann, MO 63074
FAX 314/615-1999
RelayMO 711 or 800-735-2966





7213 Delmar Blvd. 63130



Police Department

6801 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 725-2211

MEMORANDUM

TO: Chief Hampton

FROM: Detective Nodari

DATE: 11-26-2019

SUBJECT: Liquor License Application for "The Winslow's Table"

Business

The Little Chick LLC., d/b/a Winslow's Table
7213 Delmar Blvd.
University City MO, 63130
314-725-7559

Mary Tara Gallina

W/
SS
7540 Lovella Avenue
Richmond Heights MO, 63117
(407) 620-1244

Application was received by Detective Nodari on 11-26-2019

Application is for (1) Intoxicating liquor of all kinds, by the drink, retail and (2) Sunday Liquor License

11-26-2019

- Det. Nodari contacted the Missouri Secretary of State and verified that The Little Chick LLC., d/b/a Winslow's Table is a validly registered business entity.
- Det. Nodari contacted the Better Business Bureau (BBB) and learned that The Little Chick LLC., d/b/a Winslow's Table is not registered with the BBB.
- Det. Nodari conducted a computer check of the Lotus Notes database and located numerous reports dealing with this address in the past 3 years. It should be noted that none of these reports dealt with Mary Gallina, as she is the new owner of the location as of October of 2019 and has no personal or business connection to the previous owner of this location.
- Det. Nodari contacted Mary Gallina and requested that she complete a "Records Check" with the Saint Louis County Police Department. Det. Nodari forwarded Mary Gallina a set of questions to answer prior to meeting at the station for an interview.

- Det. Nodari contacted the Missouri Attorney General's office and learned that there have been no negative reports or complaints against The Little Chick LLC., d/b/a Winslow's Table, or against Mary Gallina and any other businesses she had operated in the State of Missouri.
- Det. Nodari contacted the MO DPS, Division of Alcohol and Tobacco Control, and verified that Mary Gallina has an active and valid MO Liquor License for the The Little Chick LLC, The Winslow's Table, The Rooster and the Hen and Vicia restaurants. None of these businesses had any negative remarks, complaints or violations in the State of Missouri.
- Det. Nodari verified that Mary Gallina, as an individual, did not have any other businesses with documented violations.
- Det. Nodari conducted a computer check of the MO Department of Revenue database and learned that Mary Gallina had a valid MO Driver's License.
- Det. Nodari met with Mary Gallina and obtained a print out of his St. Louis County Records Check, which was stamped "No Record".
- Det. Nodari conducted an interview with Mary Gallina and learned that her restaurant will be open Tuesday through Saturday, 8 am through 11 pm and Sunday, 8 am through 3 pm
- Mary Gallina stated she is already managing "The Rooster and The Hen" restaurant at 4260 Forest Park Ave. and that this will be her second restaurant.
- Mary Gallina stated she has 30 employees, less than 10 are under 21, and at least 20 employees are present at the business if/when those who are under 21 are working.

At this time I found no prohibiting factors from this applicant successfully moving forward for your review and approval.

Respectfully,

Det. Daur Nodari, DSN 466



Council Agenda Item Cover

MEETING DATE: December 9, 2019

AGENDA ITEM TITLE: Letter Of Support For Habitat For Humanity St. Louis
AHAP Tax Credits

AGENDA SECTION: Consent

CAN THIS ITEM BE RESCHEDULED: Yes

BACKGROUND REVIEW:

At the upcoming City Council meeting staff will be bringing a request, from Habitat For Humanity of Saint Louis, for a letter of support for their Affordable Housing Assistance Program (AHAP) application to the Missouri Housing and Development Commission. Specifically, they are seeking Council approval authorizing Mayor Crow to endorse a letter of support to submit as part of their application for AHAP tax credits to assist in the construction of new affordable single-family homes for their partner families within the municipal boundaries. In summary, Habitat For Humanity of Saint Louis is seeking authorization for Mayor Crow to provide a letter of support, on behalf of the City, for the upcoming 2019 AHAP tax credit application.

RECOMMENDATION:

The City Manager recommends approval of the request.

Attachments:

1. Draft Letter for Signature

Missouri Housing Development Commission
Attn: AHAP Department
920 Main Street, Suite 1400
Kansas City, MO 64105

December 9, 2019

Re: Letter of Support

Dear Mr. Metz,

It is with great pleasure that I write to you in support of Habitat for Humanity Saint Louis' application for AHAP Tax Credits for University City Phase III. Habitat for Humanity Saint Louis ("HFHSL") has secured funding through the St. Louis County Office of Community Development to build new affordable single-family homes for its partner families in a neighborhood in need of sustainable investment. With support from MHDC, this project will break ground in the next 6-8 months, with homes available to deserving families 12-months after that. The land HFHSL is utilizing has been vacant for many years, with taxpayer dollars being spent out to maintain them. Putting these lots back into productive use is essential to stabilizing this section of University City.

Since its inception in 1986, Habitat St. Louis has successfully sold nearly 400 homes in St. Louis City and County, playing an integral role in the stabilization and rebirth of many neighborhoods. Because of this I strongly support their application for AHAP tax credits in 2019 and beyond. If you have any questions or need further evidence of my support, please feel free to contact me.

Sincerely,

Terry Crow, Mayor
City of University City



Council Agenda Item Cover

MEETING DATE: December 9, 2019

AGENDA ITEM TITLE: Budget Amendment Proposal – Planning & Development
Amendment To Fund Additional Inspector I Position

AGENDA SECTION: City Managers Report

CAN THIS ITEM BE RESCHEDULED?: No

BACKGROUND REVIEW:

At the upcoming City Council meeting, staff will be requesting City Council approval to amend the Planning and Development Department FY2020 Budget to add an additional Housing Inspector I position to the staff. The addition of this staff member is intended to further assist the department in our ongoing efforts to expand our code enforcement and zoning operations with the intent of becoming more proactive and efficient in addressing long term code compliance issues throughout the City. Based upon the current staffing level it is the department's recommendation that a fourth full time Housing Inspector I is needed to address exterior compliance issues that should improve both short term and long-term compliance rates throughout the City.

Furthermore, the addition of this position will add an additional inspector that can focus primarily on exterior violations and zoning compliance issues while allowing the department to effectively address residential occupancy inspections daily. Additionally, this position will also assist the department in their efforts to address nuisance properties that should be declared a nuisance and abated. In summary, the addition of this additional Housing Inspector I position will provide the department the ability to more efficiently address exterior violation and zoning compliance issues without compromising the departmental responsibilities of completing residential occupancy inspections.

The request, for an additional housing inspector, will require a \$30,000.00 increase to the FY2020 budget to fund this position. Therefore, the Planning and Development Department is requesting a budget amendment to Fiscal Year 2020 account number 01-45-40-5001 to approve an additional \$30,000.00 to hire an additional Housing Inspector I position for the department.

RECOMMENDATION:

The City Manager recommends approval of the Amendment authorizing a \$30,000.00 increase to fund account number 01-45-40-5001 for an additional Housing Inspector I position for the remainder of the FY2020 budget year.

Attachments:

1. City Manager Memo



Department of Planning and Development

6801 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 862-6767, Fax: (314) 862-3168

M E M O R A N D U M

TO: Gregory Rose, City Manager

FROM: Clifford Cross, Director of Planning & Development

DATE: December 5, 2019

SUBJECT: Housing Inspector I Position For Code Enforcement

CC: Yolanda Howze, Director of Human Resources
Keith Cole, Acting Director of Finance

At the upcoming City Council meeting, staff will be requesting City Council approval to amend the Planning and Development Department FY2020 Budget to add an additional Housing Inspector I position to the staff. The addition of this staff member is intended to further assist the department in our ongoing efforts to expand our code enforcement and zoning operations with the intent of becoming more proactive and efficient in addressing long term code compliance issues throughout the City. Based upon our current staffing level it is our recommendation that a fourth full time Inspector I is needed to address exterior compliance issues that should improve both short term and long-term compliance rates throughout the City. The request for an additional housing inspector will require a \$30,000.00 amendment to the FY2020 budget to fund this position.

BACKGROUND REVIEW

The Department currently has a total of six funded positions within the housing compliance operations division of the department. Specifically, the department currently utilizes and is funded for one Lead Inspector and five Inspector I positions. These six positions are responsible for residential occupancy inspections, exterior violation compliance concerns and environmental exterior violations. However, it has been determined that the departmental responsibility to perform these rental/residential occupancy inspections requires a significant amount of time resulting in less time to address exterior violation issues. As a result, the department over the last several months has considered options and reallocated duties amongst the inspectors to balance the departmental day to day operations on how we address both interior and exterior violations that exist throughout the City.

Based upon the concerns, of balancing occupancy inspections and exterior compliance responsibilities, the department filled a vacant Inspector I position in June 2019. The responsibility of this newly hired position is to focus primarily on exterior violations and nuisance compliance issues. The impact of that position was immediate, as identified in the 2019 3rd Quarter Housing/Building Division report, that the department has shown an approximate 68% increase in addressing violations that are associated with exterior violations, environmental exterior violations and derelict vehicles. Based upon that significant increase in numbers, staff believes an additional staff member devoted to both outdoor property maintenance and zoning violations will further expand upon a continued improvement in our day to day responsibility of improving property management and code compliance.

In addition, to the increased focus on exterior violations, the department is also focusing on long term compliance for properties that are considered a nuisance. To address these long-term nuisance properties the department is in the process of identifying properties that should be declared a nuisance and abated for continued property maintenance or zoning violations. The various abatement strategies will include both demolitions and injunctive court order compliance enforcement policies and procedures. To achieve this staff will need to have an inspector who can be allocated to this responsibility and process. The addition, of this additional inspector, provides the ability to assign a staff member to this responsibility without compromising the improvements that have been identified within the most recent Housing/Building Division report.

BUDGET IMPACT

The annual budget impact, with the addition of this position, will be approximately \$60,238.91 per fiscal year. Furthermore, if this position would have been budgeted for the full FY2020 year this would have resulted in an approximate full-time employee salary increase totaling 6%. That increase would have resulted in a departmental budget, for full time employees, totaling approximately \$1,021,761.00 as opposed to the approved total of 961,523.00 for the FY2019 year. This projected increase, for the full-time position in FY2020, would have resulted in decrease from the prior FY2019 year. Specifically, the addition of this position, on a multi-year basis, would result in an approximate 5.5% decrease in the annual budget based upon prior 2019 fiscal year and an approximate 3.3% increase over the prior 3-year average. Based upon the prior year budgets, the addition of this position will represent a minimal increase in the departmental full-time salary budget funding allocation for the current and future budget salary allocations.

Attachments:

1: Planning Budget Page



Department	Planning & Development
Program	Planning & Development

Fund	General
Account Number	01-45-40

	FY 2017 Actual	FY 2018 Actual	FY 2019 Original	FY 2019 Amended	FY 2019 Estimated	FY 2020 Budget	% over FY 2019
Personnel Services							
5001 Salaries - Full-Time	983,667	909,160	1,070,600	1,070,600	1,070,600	961,523	-10%
5220 Injury Leave	245	1,246	-	-	-	-	0%
5340 Salaries - Part-time & Temp	19,145	1,243	20,000	20,000	20,000	20,000	0%
5380 Overtime	504	30,498	2,000	2,000	2,000	2,000	0%
5420 Workers Compensation	28,241	-	35,000	35,000	35,000	41,900	20%
5460 Medical Insurance	134,673	27,616	148,000	148,000	148,000	123,000	-17%
5660 Social Security Contributions	58,993	124,573	67,800	67,800	67,800	58,600	-14%
5740 Pension Contribution Nonunif.	148,800	55,863	158,900	158,900	158,900	115,100	-28%
5860 Unemployment	-	147,000	-	-	-	-	0%
5900 Medicare	13,779	13,073	15,900	15,900	15,900	13,700	-14%
Sub-Total Personnel Services	1,388,048	1,310,272	1,518,200	1,518,200	1,518,200	1,335,823	-12%
Contractual Services							
6010 Professional Services	13,620	13,804	16,500	16,500	16,500	10,000	-39%
6010 Professional Services -NOVUS Project	-	9,464	-	-	-	-	0%
6020 Legal Services	4,072	7,505	9,000	9,000	9,000	9,000	0%
6050 Maintenance Contracts	97,795	76,254	98,000	98,000	98,000	83,000	-15%
6070 Temporary Labor	-	-	-	-	-	-	0%
6090 Postage	-	-	-	-	-	-	0%
6110 Mileage Reimbursement	23,345	21,532	24,000	24,000	24,000	9,000	-63%
6120 Professional Development	1,136	299	3,000	3,000	3,000	3,000	0%
6130 Advertising & Public Notices	514	3,214	1,000	1,000	1,000	1,000	0%
6140 Photo & Blueprinting Services	-	-	-	-	-	-	0%
6150 Printing Services	1,895	646	3,000	3,000	3,000	3,000	0%
6170 Insurance - Liability	3,963	4,800	4,500	4,500	4,500	4,944	10%
6270 Telephone & Pagers	15,288	15,157	14,700	14,700	14,700	14,000	-5%
6400 Office Equipment Maintenance	515	-	3,000	3,000	3,000	-	-100%
6510 Demolition & Board Up	13,388	-	15,000	15,000	15,000	10,000	-33%
6530 Fleet Service & Replacement ¹	10,472	8,140	8,000	8,000	8,000	-	-100%
6560 Technology Services	-	-	-	-	-	-	0%
6600 Tuition Reimbursement	-	-	700	700	700	700	0%
6610 Staff Training	3,128	3,982	5,000	5,000	5,000	5,000	0%
6650 Membership & Certification	586	1,640	5,000	5,000	5,000	5,000	0%
6670 Cashier's Over/Under	-	-	-	-	-	-	0%
6680 Subdivision Fees & Taxes	-	3,598	-	-	-	-	0%
6700 Misc. Operating Services	4,789	-	5,000	5,000	5,000	5,000	0%
6730 Lien Recording Fees	-	24	300	300	300	300	0%
6770 Bank & Credit Card Fees	22,331	21,021	20,000	20,000	20,000	20,000	0%
Sub-Total Contractual Services	216,837	191,080	235,700	235,700	235,700	182,944	-22%
Commodities							
7001 Office Supplies	3,039	2,191	3,000	3,000	3,000	3,000	0%
7050 Publications	1,782	2,869	5,000	5,000	5,000	2,000	-60%
7090 Office & Computer Equip.	-	-	2,000	2,000	2,000	2,000	0%
7330 Food	578	349	500	500	500	-	-100%
7450 Photographic Supplies	-	-	-	-	-	250	100%
7570 Hardware & Hand Tools	879	2,575	1,000	1,000	1,000	1,000	0%
7770 Uniform & Safety Gear	2,310	1,347	2,500	2,500	2,500	2,500	0%
7851 Home Rehabilitation Grants	-	-	-	-	-	-	0%
Sub-Total Commodities	8,587	9,331	14,000	14,000	14,000	10,750	-23%
Total	1,613,472	1,510,683	1,767,900	1,767,900	1,767,900	1,529,517	-13%



Council Agenda Item Cover

MEETING DATE: December 9, 2019

- a. **AGENDA ITEM TITLE:** Zoning Code Text Amendment - Zoning Code Section 400.2140 of Article VII of Chapter 400 Relating to Schedule of Off-Street Vehicle Parking Requirements.

AGENDA SECTION: Unfinished Business

CAN THIS ITEM BE RESCHEDULED? : Yes

BACKGROUND REVIEW:

The following proposed amendment to the University City Zoning Code was reviewed by the Planning Commission along with City Staff. The Plan Commission reviewed the changes and made comments during their scheduled meeting on November 20, 2019 in the 5th Floor Council Chambers at the University City, Missouri City Hall. The code revision is a proposed solution as part of a continuous effort to address concerns to appropriately allow for continued adaptive re-use of commercial buildings that have limited on-site parking. Furthermore, as with prior amendments, this revision is also intended to better meet the Zoning Code's intent that provisions are in place to accommodate adaptive re-use of existing buildings while requiring new development or substantial development to meet on-site or shared parking requirements. This specific amendment is intended to appropriately regulate Barber/Beauty Shops, Salons and Spas in a comparable manner as surrounding communities and based upon industry standards.

This agenda item requires a public hearing at the City Council level and passage of an ordinance. The first reading and introduction of the bill took place on November 25, 2019. The Public Hearing and second and third readings, along with the passage of the ordinance, is expected to occur at the subsequent December 9, 2019 meeting.

RECOMMENDATION:

City Manager concurs with the Planning Commission's recommendation.

Attachments:

- 1: Transmittal Letter from Plan Commission
- 2: City Council Memo
- 3: Plan Commission Memo
- 4: Draft Ordinance



Plan Commission

6801 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 862-6767, Fax: (314) 862-3168

November 20, 2019

Ms. LaRette Reese
City Clerk
City of University City
6801 Delmar Boulevard
University City, MO 63130

RE: Zoning Code Text Amendment to Article VII – Schedule of Off-Street Vehicle Parking Space Requirements.

Dear Ms. Reese,

At a rescheduled meeting on November 20, 2019 at 6:30 pm in the 5th Floor Council Chambers, 6801 Delmar Boulevard, University City, Missouri, 63130, the Plan Commission reviewed proposed changes to Chapter 400 Article VII – Schedule of Off-Street Vehicle Parking Requirements of the municipal code of the City of University City.

By a vote of 7 to 0, the Plan Commission recommended approval of the proposed text amendment to Article VII – Schedule of Off-Street Vehicle Parking Requirements.

Sincerely,

A handwritten signature in black ink, reading "Cirri Moran". The signature is fluid and cursive, with a large loop at the end.

Cirri Moran, Chairperson
University City Plan Commission



Department of Planning and Development

6801 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 862-6767, Fax: (314) 862-3168

M E M O R A N D U M

TO: Gregory Rose, City Manager

FROM: Clifford Cross, Director of Planning & Development

DATE: November 25, 2019

SUBJECT: November 20, 2019 Plan Commission meeting – Proposed Text Amendment relating to the schedule of off-street parking requirements (*SECTION 400.2140 – Schedule of Off-Street Vehicle Parking Space Requirements*)

CC: John Mulligan, City Attorney

At the upcoming City Council meeting, members will consider a text amendment to the zoning code pertaining to the parking schedule associated with off-street parking requirements *SECTION 400.2140 – Off-Street Vehicle Parking Space Requirements*.

This code revision is a proposed solution as part of a continuous effort to address concerns to appropriately allow for new development and the continued adaptive re-use of commercial buildings that have limited on-site parking. Furthermore, as with prior amendments, this revision is also intended to better meet the Zoning Code's intent that provisions are in place to accommodate adaptive reuse of existing buildings while requiring new development or substantial development to meet on-site or shared parking requirements. The intent, of this proposed amendment, is to effectively address limited parking obstacles associated with established multi-unit commercial buildings while preventing excessive on street parking demands that result from new developments that do not provide the appropriate number of approved on-site or off-site parking spaces. Staff believes this amendment appropriately regulates the parking requirement schedule to accommodate Barber/Beauty Shops, Nail Salons and Spas that are established within existing retail businesses or multi-unit buildings while still requiring appropriate parking standards associated with standalone Barber/Beauty Shops, Nail Salons or Spas.

Summary of Amendment. This amendment pertains to the schedule of parking demands pertaining to Barber/Beauty Shops, Nail Salons and Spas as a primary use or within an existing multi-unit building. Specifically, the intent of this ordinance is to account for these retail related uses and insure they are evaluated based upon the industry standards. Therefore, staff evaluated other communities and determined that they are predominately regulated based upon square footage instead of the number of stations or individual rooms. Based upon staff findings, associated with their research, the original proposed amendment proposed to regulate shops, salons and spas based upon square footage to remain consistent with neighboring communities and industry trends. The original proposed amendment to the Plan Commission was as follows;

The original proposed amendment was as follows;

Barber and beauty shops and/or nail salons or spas (as a principal use <u>standalone facility/structure</u>)	3 spaces for each haircut or styling station, nail station, or massage room
Barber and beauty shops and/or nail salons or spas (secondary use or within an existing multi-unit building)	<u>1 space for each 200 square feet of floor area</u>

During their November 20, 2019 Plan Commission meeting members evaluated the proposed amendment and ultimately recommended a modified amendment that removed the standalone/multi facility structure and grouped the uses into one classification. In addition, their recommendation further modified the proposal based upon a standard that would address the requirements either by the number of styling stations, nail stations or massage rooms or total square footage. That proposal further stated that the calculation would be based upon the more restrictive of the two standards with the intent that the market could assist in determining the appropriate number of styling stations, nail stations or massage rooms and parking spaces per site. The revised amendment was recommended by a majority vote and proposed as follows;

Barber and beauty shops and/or nail salons or spas (as a principal use)	3 spaces for each haircut or styling station, nail station, or massage room <u>1 space for each 200 square feet of floor area or 1 space for each styling station, nail station or massage room – whichever is greater</u>
---	---

Staff believes the proposed text amendment, to address the specific parking schedule pertaining to Barber/Beauty Shops, Nail Salons and Spas, is consistent with the industry standards and other local communities. Furthermore, the proposal places us with the most restrictive of the 3 previously identified communities in that we would ultimately utilize the 1 space for every 200 square feet ratio or require spaces per the number of stations or rooms depending on which is the most restrictive. In summary, the proposed text amendment is intended to insure we are consistent with the industry standard while still providing appropriate restrictions pertaining to these developments insuring they do not negatively contribute to increased potential off-site on street parking throughout the City.



Department of Community Development

6801 Delmar Boulevard, University City, Missouri 63130, Phone: (314) 862-6767, Fax: (314) 862-3168

DRAFT M E M O R A N D U M

TO: Plan Commission Members

CASE: PC 19-11

FROM: Clifford Cross, Director of Planning

DATE: November 13, 2019

SUBJECT: November 20, 2019 Plan Commission meeting – Proposed Text Amendment relating to the schedule of off-street parking requirements (*SECTION 400.2140 – Schedule of Off-Street Vehicle Parking Space Requirements*)

CC: Gregory Rose, City Manager
John Mulligan, City Attorney

At the upcoming Plan Commission meeting, members will consider a text amendment to the zoning code pertaining to the parking schedule associated with off-street parking requirements *SECTION 400.2140 – Off-Street Vehicle Parking Space Requirements*.

This code revision is a proposed solution as part of a continuous effort to address concerns to appropriately allow for continued adaptive re-use of commercial buildings that have limited on-site parking. Furthermore, as with prior amendments, this revision is also intended to better meet the Zoning Code’s intent that provisions are in place to accommodate adaptive reuse of existing buildings while requiring new development or substantial development to meet on-site or shared parking requirements. The intent, of this proposed amendment, is to effectively address limited parking obstacles associated with established multi-unit commercial buildings while preventing excessive on street parking demands that result from new developments that do not provide the appropriate number of approved on-site or off-site parking spaces. Staff believes this amendment appropriately regulates the parking requirement schedule to accommodate Barber/Beauty Shops, Nail Salons and Spas that are established within existing retail businesses or multi-unit buildings while still requiring more intense parking standards associated with standalone Barber/Beauty Shops, Nail Salons or Spas.

Summary of Amendment. This amendment pertains to the schedule of parking demands pertaining to Barber/Beauty Shops, Nail Salons and Spas as a secondary use or within an existing multi-unit building. Specifically, the intent of this ordinance is to account for these retail related uses that are commonly utilized in conjunction with associated businesses or an accessory to a primary business. Therefore, staff has evaluated other communities, that address the parking schedule associated with these types of businesses, and they are predominately regulated based upon square footage instead of the number of stations. Based upon staff findings, associated with their research, the proposed amendment proposes to regulate accessory or multi-unit building shops, salons and spas based upon square footage insuring we are consistent with the industry trends. Lastly, this amendment also removes the principal use delineation but would still require the 3 space for each station requirement for Barber/Beauty Shops, Nail Salons and Spas when associated with standalone facilities or structures.

In evaluating the various other communities, the three communities identified included Creve Coeur, Clayton and Maplewood. All these communities regulate Barber/Beauty Shops, Nail Salons or Spas based upon the following;

1. Creve Coeur defined their “Hair, nail and skin care services” based upon the North American Industry Classification System (NAICS). After classifying the use, the schedule regulating the use requires *“Four (4) parking spaces per one thousand (1,000) square feet of floor area”*. This provision is identified within Section 405.820, Subsection H (Services) of their zoning ordinance.
2. Clayton appears to classify this type of use within their *“Commercial, business, office, service and industrial buildings except for medical office as defined in Subsection (13)”* provisions of their zoning code. Specifically, they require 1 space for every 300 square feet of gross floor area. Article XXV, Section 405.3620, Subsection A(13) of their code states *“Commercial, business, office, service and industrial buildings must provide one (1) parking space for each three hundred (300) square feet of gross floor area within the building or structure”*.
3. Maplewood classifies this use as *“Retail business developments not otherwise specified”*. Chapter 56 (Zoning Ordinance), Section 56-500(3b) of their ordinance requires 1 space for every 200 square feet. *Their provisions state “Retail business developments not otherwise specified. A parking space shall be provided for each 200 square feet of floor area including basement or other areas useable or adjustable without structural alterations”*. The only exception they have is pertaining to commercial trade schools that require 1 space for each 3 students. However, our current schedule identifies that same requirement per our “Schools, business, professional, or technical schools” use classification.

The proposed amendment is as follows;

Barber and beauty shops and/or nail salons or spas (as a <u>principal use standalone facility/structure</u>)	3 spaces for each haircut or styling station, nail station, or massage room
Barber and beauty shops and/or nail salons or spas (secondary use or within an existing multi-unit building)	<u>1 space for each 200 square feet of floor area</u>

Staff believes the proposed text amendment, to address the specific parking schedule pertaining to Barber/Beauty Shops, Nail Salons and Spas, is consistent with the industry standards and other local communities. Furthermore, the proposal places us with the most restrictive of the 3 communities in that we would ultimately utilize the 1 space for every 200 square feet ratio for multi-unit buildings and still require 1 space per 3 stations for standalone facilities/structures. In summary, the proposed text amendment is intended to insure we are consistent with the industry standard while still providing appropriate restrictions pertaining to new developments that could negatively contribute to increased potential off-site on street parking throughout the City.

INTRODUCED BY: _____

DATE: _____

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 400 OF THE MUNICIPAL CODE OF THE CITY OF UNIVERSITY CITY, RELATING TO ZONING, BY AMENDING SECTION 400.2140 THEREOF, RELATING TO SCHEDULE OF OFF-STREET VEHICLE PARKING SPACE REQUIREMENTS; CONTAINING A SAVINGS CLAUSE AND PROVIDING A PENALTY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF UNIVERSITY CITY, MISSOURI AS FOLLOWS:

WHEREAS, Chapter 400 of the Municipal Code of the City of University City, Missouri divides the City into several zoning districts and regulates the uses and off-street parking on which the premises located therein may be put; and

WHEREAS, the City Plan Commission in a meeting held at the City Council Chambers at City Hall located at 6801 Delmar Boulevard, University City, Missouri on November 20, 2019, at 6:30 pm recommended an amendment of Section 400.2140 of the University City Zoning Code; and

WHEREAS, due notice of a public hearing to be held by the City Council in the 5th Floor City Council Chambers at City Hall at 6:30 pm, December 9, 2019, was duly published in the St. Louis Countian, a newspaper of general circulation within said City on November 23, 2019; and

WHEREAS, said public hearing was held at the time and place specified in said notice, and all suggestions or objections concerning said amendment of the Zoning Code were duly heard and considered by the City Council.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF UNIVERSITY CITY, MISSOURI, AS FOLLOWS:

Section 1. Chapter 400 of the Municipal Code of the City of University City, Missouri, relating to zoning, is hereby amended by amending Section 400.2140 – Schedule of Off-Street Vehicle Parking Space Requirements; which as so amended shall read as follows (where applicable, underlined text is added text and stricken text is removed):

Section 400.2140

A. Schedule of Off-Street Vehicle Parking Space Requirements.

USE	MINIMUM PARKING REQUIREMENTS
Amusement centers (indoor)	1 space for each 50 square feet devoted to amusement devises, virtual reality games, restaurants and bar areas
Amusement centers (outdoor)	1 space for each 200 square feet of enclosed building space devoted to customer service and administration; plus 1 space for every 3 persons that the outdoor facilities are designed to accommodate when used to the maximum capacity
Animal hospitals, veterinary clinics, boarding facilities, and grooming facilities	1 space for each 200 square feet of floor area
Art galleries and studios	1 space for each 500 square feet of floor area
Automobile and truck sales, rental, and leasing	1 space for each 400 square feet of floor area of sales and showroom area
Banks and other financial institutions	1 space for each 200 square feet of floor area (see also drive-through facilities)
Barber and beauty shops and/or nail salons or spas (as a principal use)	3 spaces for each haircut or styling station, nail station, or massage room <u>1 space for each 200 square feet of floor area or 1 space for each styling station, nail station or massage room – whichever is greater</u>
Billiard parlors	(see Amusement centers, indoor)
Bingo halls	(see Places of public assembly)
Bowling alleys	(see Sports and recreation facilities)
Car wash, full-service (as a principal use, with or without automated washing equipment)	8 spaces; plus 10 stacking spaces for each washing bay
Car wash, full-service (as an accessory use, with or without automated washing equipment)	3 stacking spaces for each washing bay
Car wash, self-service	4 stacking spaces for each washing bay; plus 1 parking space per washing bay for drying vehicles; plus 2 stacking spaces for each vacuuming station which is separated from the stacking lanes to the washing bays
Clubs and lodges	1 space for every 3 persons based on design occupancy load per the University City Building Code
Convalescent and nursing homes	1 space for every 3 patients based on designed maximum capacity

Convenience stores	(see Grocery store)
Day care centers	1 space for every 5 individuals cared for as authorized by State licensing
Dormitories	2 spaces for every 3 beds based on the designed maximum capacity
Drive-through facilities (except as otherwise specified in this Section)	5 stacking spaces for each customer service station, including drive-up service windows, drive-up automated teller machines (ATM), drive-up banking service lanes, but not including drive-up public telephones. Parking circulation aisles shall not be utilized to satisfy this requirement.
Dwellings, multi-family (including elevator, garden, and town house buildings)	1.5 spaces for each dwelling unit, except that spaces shall be provided for each dwelling unit containing 2 or more bedrooms; plus visitor parking for dwellings with 6 or more dwelling units, at the rate of 1 parking space for each 6 dwelling units or fraction thereof for the first 30 dwelling units and 1 space for each additional 20 dwelling units
Dwellings, single-family (including attached single-family, detached single-family, and patio dwellings)	2 spaces for each dwelling unit
Dwellings, two-family	2 spaces for each dwelling unit, except that 1.5 spaces may be provided for each dwelling unit in unified developments containing at least 8 two-family or attached single-family dwellings and subject to approval under the "Planned Development" procedure
Funeral homes or mortuaries	1 space for each 75 square feet of parlor or chapel area or 1 space for every 5 fixed seats, whichever is greater, but no less than 20 spaces for each parlor or chapel
Furniture or appliance stores	1 space for each 400 square feet of floor area
Gasoline stations	2 spaces; Gasoline stations offering other retail goods for sale, in enclosed space accessible by the customer, shall also comply with the parking requirements for convenience stores. Gasoline stations providing vehicle repair or maintenance services shall also comply with the parking requirements for vehicle repair or service facilities. Gasoline station having accessory car wash facilities shall provide vehicle stacking spaces in accordance with car wash, full service
Gymnasiums	(see Sports and recreation facilities and Places of public assembly)

Hotels or motels	1.1 spaces for every rental unit; plus spaces as required herein for affiliated uses such as restaurants, meeting rooms or banquet facilities
Laundromats, self-service	1 space for each 200 square feet
Manufacturing, warehousing and wholesale uses	1 space for each 1,000 square feet of floor area or 2 spaces for every 3 employees, whichever is greater; plus 1 space for each vehicle customarily used in the operation of the use or stored on the premises; plus spaces as required herein for affiliated uses such as office or retail sales area
Movie theaters	(see Places of public assembly)
Offices, other than dental and medical offices, or offices associated with banking or other financial institutions	1 space for each 300 square feet of floor area, including the basement if used or adaptable to office use
Offices, dental and medical (including outpatient medical clinics, surgery centers, MRI centers, chiropractor offices, and similar uses)	1 space for each 200 square feet of floor area, including the basement if used or adaptable to office use
Places of public assembly (including auditoriums, banquet halls, gymnasiums with spectator seating, meeting rooms, reception halls, sports facilities with spectator seating, theaters, and similar uses)	1 space for every 3.5 seats in the main assembly room (1 seat equals 2 feet of bench length); or where no fixed seating is provided, 1 space for each 50 square feet of floor area, exclusive of kitchen, restrooms and storage areas; plus spaces as required herein for affiliated uses
Places of worship	1 space for every 3.5 seats in the main assembly room (1 seat equals 2 feet of bench length)
Plumbing, heating, and air-conditioning equipment sales or service	1 space for each 300 square feet of floor area devoted to sales area; plus 1 space for each vehicle customarily used in the operation of the use or stored on the premises
Restaurants, bars, and taverns	1 space for each 75 square feet of gross floor area (GFA)
Restaurants, providing drive-through service only	8 stacking spaces for each service window; plus 2 spaces for each customer service window
Restaurants, providing carry-out service only	1 space for each 200 square feet of floor area
Retail stores, retail specialty shops, grocery, and service establishments not elsewhere specified in this Section	1 space for each 200 square feet of floor area;
Schools, elementary, junior high, and middle schools (public or private)	1 space for every 20 students based on building design capacity
Schools, high schools	1 space for every 7 students based on building design capacity
Schools, business, professional, or technical schools	1 space for every 3 students based on program capacity

Senior living facilities	0.75 spaces per dwelling unit
Sports and recreational facilities:	
Bowling alleys	5 spaces for each bowling lane; plus spaces otherwise required for any additional uses such as restaurants, bars, and indoor amusement centers
Gymnasiums without spectator seating	1 space for each 100 square feet of floor area (not applicable to gymnasiums associated with schools);
Ice and roller skating rinks	1 space for each 100 square feet of skating area; plus spaces otherwise required for spectator seating
Racquet sport courts, including handball, racquetball, squash, and tennis courts	3 spaces for each court; plus spaces otherwise required for spectator seating
Recreation centers, general purpose	1 space for each 300 square feet of floor area
Swimming pools	1 space for each 75 square feet of pool area, including patio areas; plus spaces otherwise required for spectator seating
Vehicle repair or service facilities	4 spaces for each service/repair bay or station; plus 1 space for each vehicle customarily used in the operation of the use or stored on the premises
Warehousing, self-service storage	5 spaces for the first 5,000 square feet of storage area; plus 1 space for each additional 5,000 square feet of storage area

Section 2. This ordinance shall not be construed to so as to relieve any person, firm or corporation from any penalty heretofore incurred by the violation of said Section mentioned above, nor bar the prosecution for any such violation.

Section 3. Any person, firm or corporation violating any of the provisions of this ordinance, shall upon conviction thereof, be subject to the penalty provided in Section 100.190 of the Municipal Code of the City of University City.

Section 4. This ordinance shall take effect and be in force from and after its passage as provided by law.

PASSED this _____ day of _____, _____.

MAYOR

ATTEST:

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY



Council Agenda Item Cover

MEETING DATE: December 9, 2019

AGENDA ITEM TITLE: Resolution for Fiscal Year 2019-2020 Budget Amendment #1
Fund Additional Inspector I Position – Planning & Development

AGENDA SECTION: New Business – Resolution 2019 - 18

CAN THIS ITEM BE RESCHEDULED?: Yes

BACKGROUND REVIEW:

At the upcoming City Council meeting, staff will be requesting City Council approval of an authorizing resolution to amend the Planning and Development Department FY2020 Budget to add an additional Housing Inspector I position to the staff. The addition of this staff member is intended to further assist the department in our ongoing efforts to expand our code enforcement and zoning operations with the intent of becoming more proactive and efficient in addressing long term code compliance issues throughout the City. Staff has presented this proposal to City Manager Rose, per the memo dated December 5, 2019, and further presented as part of the December 9, 2019 City Managers Report agenda item.

The request, for an additional housing inspector, will require a \$30,000.00 increase to the FY2020 budget to fund this position. Therefore, the Planning and Development Department is requesting a budget amendment to Fiscal Year 2020 account number 01-45-40-5001 to approve an additional \$30,000.00 to hire an additional Housing Inspector I position for the department.

RECOMMENDATION:

The City Manager recommends approval of the Resolution for the Fiscal Year 2019-2020 Budget Amendment #1 authorizing a \$30,000.00 increase to fund account number 01-45-40-5001 for an additional Housing Inspector I position for the remainder of the FY2020 budget year.

Attachments:

1. Resolution - 2019-18

Resolution 2019 - 18

A Resolution Amending the Fiscal Year 2019-2020 (FY20) Budget – Amendment #1 and Appropriating Said Amount for an additional Housing Inspector I position to the Planning and Development Department.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of University City, Missouri, that the Annual Budget for the fiscal year beginning July 1, 2019, was approved by the City Council and circumstances now warrant amendment to that original budget.

BE IT FURTHER RESOLVED, that in accordance with the City Charter, the dollar amount stated in the budget amendment as presented, are herewith appropriated to the purposed named.

Adopted this 9th day of December 2019

Terry Crow, Mayor

Attest:

LaRette Reese, City Clerk

Certified to be corrected as to Form:

City Attorney



Council Agenda Item Cover

MEETING DATE: December 9, 2019

AGENDA ITEM TITLE:
A RESOLUTION APPROVING A USER AGREEMENT WITH
ST. LOUIS COUNTY FOR THE DISPATCH EQUIPMENT
INTEROPERABLE RADIO SYSTEM

AGENDA SECTION: New Business – Resolution 2019 - 19

CAN THIS ITEM BE RESCHEDULED?: No

BACKGROUND REVIEW:

The St. Louis County Emergency Communications Commission ("ECC") is in the process of upgrading 911 service throughout St. Louis County. The 911 dispatch equipment is being supplied and maintained at the cost of the ECC, and ownership of the equipment is retained by the ECC. The City's current agreement with St. Louis County, on behalf of the ECC, expires December 31, 2019. This Resolution approves a new agreement with St. Louis County that will expire December 31, 2024. The agreement permits the City to use the 911 dispatch equipment subject to the rules, regulations, policies and standards established by the ECC.

RECOMMENDATION:

The City Manager recommends approval.

Attachments:

1. Resolution 2019-19
2. User Agreement cover letter from ECC Director Mike Clouse
3. User Agreement for Dispatch Equipment Interoperable Radio System, including Exhibit A

Resolution 2019 - 19

A RESOLUTION APPROVING A USER AGREEMENT WITH ST. LOUIS COUNTY FOR THE DISPATCH EQUIPMENT INTEROPERABLE RADIO SYSTEM

WHEREAS, the St. Louis County Emergency Communications Commission ("ECC") has developed a countywide emergency communications radio system with Motorola Solutions, Inc. ("Motorola") whereby Motorola continues to maintain the countywide emergency communications radio system and associated commercial items, commercial computer software, radios and other equipment, subsystems and services (the "System"); and

WHEREAS, the ECC is the sole owner and operator of a countywide emergency communications radio system providing communication links that permit participating governmental entities to communicate within the geographical boundaries of St. Louis County, Missouri and beyond; and

WHEREAS, the ECC intends to provide dispatch equipment to the City of University City, Missouri (the "City") to permit the City to use the System as a Public Safety Answering Point ("PASP") or Secondary PASP, subject to the rules, regulations, policies and standards established by the ECC; and

WHEREAS, numerous agencies within St. Louis County are current authorized users of the System, including law enforcement, fire and local governments; and

WHEREAS, it is desirable to have a unified countywide interoperable radio system to promote communication between all governmental entities and further the goal of protecting and providing public safety services to the people of St. Louis County; and

WHEREAS, the ECC intends to enhance its ability to communicate for both routine and emergency operations and permit the City to use the System, subject to the rules, regulations, policies and standards established by the ECC; and

WHEREAS, the City is a law enforcement, fire or local government agency that provides assistance in emergency situations to St. Louis County residents and visitors; and

WHEREAS, the City therefore affects and furthers the goal of protecting the health, safety and welfare of the people of St. Louis County; and

WHEREAS, the City desires to enter into an agreement with St. Louis County on behalf of the ECC to use the System

NOW, THEREFORE BE IT RESOLVED that the User Agreement for Dispatch Equipment Interoperable Radio System ("Agreement") with St. Louis County, Missouri is hereby approved in substantially the form attached hereto and incorporated herein by reference, and City Manager is hereby authorized to execute the Agreement on behalf of the City and may take such further action as may be necessary or desirable to carry out the intent of this Resolution.

ADOPTED this 9th day of December 2019

Terry Crow, Mayor

Attest:

LaRette Reese, City Clerk

Certified to be corrected as to Form:

City Attorney



10/29/2019

SLATER Radio System User Agencies
REF: Radio System User Agreement Renewal- URGENT
Dispatch Equipment - PSAP

Dear Dispatch Agency,

Please review the attached User Agreement Renewal for **Dispatch Equipment**, sign and return two (2) originals to me at the address below. Additionally, the agreement will require an ordinance or resolution from your jurisdiction authorizing the agreement, which needs to accompany the returned signed originals. Once received we will return an original back to you with County signatures. The ECC currently has the original user agreement your agency filed and it expires midnight December 31st, 2019.

The term of the new agreement is 5 years (End of 2024), at which point we will send out another renewal.

Since the agreement requires an ordinance or resolution be passed, please give this matter immediate attention.

We will be sending this notice out via multiple pathways, so you may receive it more than once, and possibly to different people within your organization or municipality. Please reference your current agreement for information on how it should route through your agency.

If you need anything further please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Clouse".

Mike Clouse
Director
Emergency Communications Commission
1150 Hanna Rd.
Ballwin, MO 63021

314-615-7114 Office

**USER AGREEMENT FOR DISPATCH EQUIPMENT
INTEROPERABLE RADIO SYSTEM**

THIS AGREEMENT, Made and entered into this _____ day of _____, 2019, by and between ST. LOUIS COUNTY, MISSOURI, (“County”) on behalf of the St. Louis County Emergency Communications Commission, hereinafter referred to as “ECC”; and _____, hereinafter referred to as “Agency”;

Location of Dispatch Center: _____

WITNESSETH:

WHEREAS, ECC developed a county-wide emergency communications radio system with Motorola Solutions, Inc. (“Motorola”) whereby Motorola continues to maintain the county-wide emergency communications radio system and associated commercial items, commercial computer software, radios and other equipment, subsystems and services (“the System”);

WHEREAS, ECC the is the sole owner and operator of a county-wide emergency communications radio system providing communication links that permit participating governmental entities to communicate within the geographical boundaries of St. Louis County and beyond;

WHEREAS, ECC intends to provide dispatch equipment to Agency to permit Agency to use the System as a Public Safety Answering Point (PSAP) or Secondary PSAP, subject to the rules, regulations, policies and standards established by the ECC;

WHEREAS, numerous St. Louis County agencies, including Law Enforcement, Fire Departments, Local Governments and Outside Users within St. Louis County who are current authorized Agencies of the System;

WHEREAS, it is desirable to have a unified countywide interoperable radio system to promote communication between all governmental entities and further the goal of protecting and providing public safety services to the people of St. Louis County;

WHEREAS, ECC intends to enhance its ability to communicate for both routine and emergency operations and to permit Agency to use the System, subject to the rules, regulations, policies and standards established by the ECC;

WHEREAS, the Agency is a law enforcement, fire or local government agency who provides assistance in emergency situations to St. Louis County residents and visitors;

WHEREAS, the Agency therefore affects and furthers the goal of protecting the health, safety, and welfare of the people of St. Louis County;

WHEREAS, Agency is authorized to enter into this Agreement by Ordinance No. _____, and County is authorized to enter into this Agreement by Ordinance No. **26,293**.

NOW, THEREFORE, the parties agree as follows:

1. **Definitions.** The following definitions apply to these terms, as used in this Agreement:

Dispatch Equipment - video-display radio control consoles; backup radio consolettes; instant-replay position recorders; modular UPS systems; and associated backroom electronics, cabling, wiring and related equipment and accessories, but excluding work station furniture.

Infrastructure –all fixed electronic and civil components that make up the System. This includes owned or leased radio towers, monopoles, and rooftop installations; RF transmitters, microwave components, combiners, antenna systems, controllers, comparators, routers, GPS time standards, and other network hardware; environmental equipment shelters and HVAC subsystems; UPS and emergency power generator systems; and countywide recording systems but excluding Subscriber Radios, Dispatch Equipment, fiber optic cables or other transmission lines leased or owned by Agency.

Primary Agency – a hospital, law enforcement, fire service, or other public safety agency that has been granted permission to use the System.

Encryption – the conversion of data into a form called cipher text that cannot be understood by unauthorized entities.

Site – Agency-owned site or sites where the Dispatch Equipment and ancillary Infrastructure will be installed, as identified above.

Subscriber Radios or Radios –mobile (vehicle-mounted) and portable (handheld) radios; desktop control stations and desksets; digital vehicular repeater systems; RF modems used for mobile data; and associated accessories (batteries, battery chargers, shoulder microphones, holsters, etc.).

System – the county-wide emergency communications radio system and associated commercial items, commercial computer software, equipment, subsystems and services.

Motorola Contract – the contract dated December 15, 2011 between ECC and Motorola for the P-25 800 MHZ Digital Trunked Radio/Microwave System Project (RFP No. 2010-07-RH). As amended.

2. **Use of the System.** ECC hereby grants Agency permission to use the System, subject to the following:

- a. Agency shall comply with the rules, regulations, policies and standards established by the ECC (except in the event of conflict with the terms and conditions of this Agreement, which shall control).
- b. Agency shall comply with all laws, rules and regulations relating to use of the System, including but not limited to FCC regulations. Agency shall comply with any and all mandates issued by the FCC and authorized regulatory agencies. If, subsequent to this Agreement, technical or other

changes are mandated by a regulatory agency, Agency must timely comply with the mandate(s). The ECC will not be responsible for bringing Agency into compliance with a mandate, nor responsible for any costs, damages or losses incurred due to the regulatory mandate(s). Should the ECC decide to comply with the mandate(s) in a time period shorter than required by the regulatory agency, Agency agrees to comply within the shorter time period so long as the ECC provides Agency at least one (1) year prior notice.

- c. Agency shall comply within one (1) year of receipt of notice from the ECC with any voluntary upgrades or changes to the System by the ECC, including change in vendor. The ECC shall have the sole discretion to upgrade or change the System. The ECC will not be responsible for any expenditure, losses, or other claims caused by or attributed to such voluntary upgrades or changes to the System.
- d. Agency is prohibited from selling, assigning or transferring any right of use to the System, in whole or in part, to any other person or entity.

3. **Title and Ownership of Infrastructure, Dispatch Equipment and Work Station Furniture.**

- a. ECC furnished and installed the Dispatch Equipment specified in **Exhibit A** which is appended hereto and made a part of this Agreement. Agency agrees to comply with all provisions of this Agreement. The Infrastructure and the Dispatch Equipment is owned by the ECC and shall not be a fixture of the Site. Upon termination of this Agreement, ECC shall be permitted, at ECC's option, to remove the Infrastructure and the Dispatch Equipment provided that such removal does not materially damage Agency's property and ECC agrees to return the Agency's property back to its original condition. Agency will not permit any third party to use the Infrastructure or the Dispatch Equipment for any purpose. Agency shall not transfer, sell, give or otherwise dispose of any of the Infrastructure or the Dispatch Equipment without the written consent of the ECC.
- b. Agency shall not transfer, sell, give or otherwise dispose of any of the work station furniture purchased by the ECC without the prior written consent of the ECC.
- c. During the term of this Agreement, ECC may upgrade and/or purchase additional Infrastructure and/or Dispatch Equipment. ECC and Agency agree that the provisions of this Agreement will apply to all such additional installations. ECC shall, upon each additional installation, provide Agency with an updated **Exhibit A**, which the parties agree may be added to this Agreement as an amendment signed by both parties.
- d. Agency understands and agrees that it will be primarily responsible for funding and procuring additional Dispatch Equipment (including supporting infrastructure equipment) in the event of growth of its individual programs. Agency agrees it generally must fund any cost differences for additional features or substitutions that it requests.

4. **Access.** Agency shall provide ECC will reasonable access to each Site as necessary for ECC to review, install, test, program, inspect, maintain or repair any Infrastructure and any Dispatch Equipment (see Section 5).

5. **Ongoing Visits.** ECC will need access to the Site from time to time for inventorying, inspecting, constructing, installing, operating and maintaining the Infrastructure and the Dispatch Equipment. ECC staff are employees of the St Louis County Police Department and, as such, have passed background investigations as required by CJIS regulations. Except in emergency situations, ECC will obtain approval from Agency (not to be unreasonably withheld or delayed) before entering the Site. At ECC's request, a representative designated by Agency, will accompany ECC's employees or agents into any part of the Site for the purpose of installing, repairing, maintaining, upgrading, and/or removing the Infrastructure and/or the Dispatch Equipment.

6. **Programming, Data Conversion, Fleetmapping & Interoperability Template Design.** The ECC will be responsible for programming the Dispatch Equipment. Costs for conversion of GPS data and/or interface to CAD or other computer management systems will be the responsibility of individual user agencies, including Agency if applicable. The ECC will be responsible for initial and ongoing fleetmapping and interoperability template design and codeplug provision for user agencies including Agency. This will include design of specific talkgroups to meet the routine needs of individual agency operations including Agency.

7. **Dispatch Equipment Inventory Control.** Agency inspected each of the items of Dispatch Equipment upon receipt to make sure it is in good working order and free from defects and malfunctions, signing an Inventory Control Form, which is attached to this Agreement as **Exhibit A**. Upon request, Agency will provide a written inventory of each of the items to the Director of the ECC.

8. **Property and Casualty Insurance.** ECC agrees to maintain such property and casualty insurance as it deems appropriate on the Infrastructure and the Dispatch Equipment owned by the ECC. Although the ECC will pay for maintenance coverage (See Section 13) for malfunctions due to manufacturing defects, all costs attributed to the loss, breakage, misuse, or destruction of any Dispatch Equipment caused by the Agency will be the responsibility of the Agency.

9. **Dispatch Equipment**

- a. Operation, Maintenance & Support – The ECC will be responsible for the technical performance, preventative maintenance, modifications/additions, hardware/software upgrades, routine corrective repairs, and emergency restoration of the Dispatch Equipment and associated components. The ECC will oversee and manage contractors authorized to maintain and support the Dispatch Equipment and Infrastructure. The ECC shall comply with all FCC and regulatory laws, rules and regulations relating to use of the System. When reasonably practical, ECC will provide Agency with

one (1) year notice of any voluntary upgrades or early compliance with mandates to the System effecting Agency.

- b. Physical Security – Agency will ensure that reasonable physical security measures are taken to protect the Dispatch Equipment and any Infrastructure that is located on the Site.
- c. Critical System Data – The ECC will ensure that all System data, custom configurations, and interoperability & fleetmapping templates are regularly backed up and secured in an off-site protected location, in accordance with St. Louis County standards and best practices.
- d. Backup Network Testing – The ECC will schedule, coordinate, and conduct tests of backup systems, including countywide, all-agency FailSoft drills pursuant to Motorola practices.
- e. Radio Licenses – The ECC shall be the named licensee, and will be responsible to acquire and maintain all licenses required by the Federal Communications Commission (FCC) for the operation of the System. The ECC will investigate and remediate any complaints of interference or substandard performance of the System. The ECC will comply with all applicable laws including but not limited to FCC regulations.
- f. System Funding – The ECC shall, on an annual basis, submit a budget request to County Council for sufficient funds to handle the insurance and ongoing maintenance and upgrade costs for the Dispatch Equipment, including contingency funding to address unforeseen emergency requirements.
- g. System Inventory – The ECC shall be responsible to maintain and update an inventory of the Infrastructure in accordance with the fixed assets policies of St. Louis County.

10. **Dispatch Equipment Warranty and Maintenance.** To the extent that ECC has sufficient funds available, the ECC will fund the annual maintenance costs for the Dispatch Equipment for the post-warranty period through December 31, 2026, subject to the exclusions, limitations, conditions and disclaimers stated in the Motorola Contract. In the event that ECC does not have the funds necessary to cover maintenance costs, ECC's obligation to pay for maintenance costs shall be terminated without financial penalty to ECC. ECC shall notify Agency in writing of its inability to provide continued appropriations to pay for maintenance costs. At such time, Agency and ECC will meet to discuss funding options to cover the maintenance costs. Agency agrees to take proper care of each of the items of Dispatch Equipment as recommended by the manufacturer and standard operating procedures. Billable repairs caused by accident and/or misuse will be the responsibility of the Agency. Agency shall keep the Site in as good condition and repair as presently exists. Agency is responsible for all utilities required by its use of the Infrastructure and the Dispatch Equipment. Agency shall not

modify dispatch equipment nor install additional software or applications to any equipment/service provided or owned by the ECC.

11. **Loss or Theft.** Agency agrees to notify ECC immediately (or as soon as reasonably possible) upon discovery of the loss or theft of any of the Dispatch Equipment or the associated components.

12. **Training.** Agency agrees to provide and maintain training to personnel in the proper and safe use of the Dispatch Equipment.

13. **Emergency Response/Mutual Aid.** ECC agrees and understands that the Agency is free to use the Dispatch Equipment for all of their operations.

14. **Notices.** Any notice, request, complaint, demand or other communication required by this Agreement to be given to or filed with ECC or Agency, shall be in writing and shall be given or filed in the manner and at the addresses specified below.

County:

Director of Emergency Communications Commission
St. Louis County Police Department
1150 Hanna Rd.
Ballwin, Missouri 63021
Fax: 314-615-9580

With a copy to:

County Counselor
St. Louis County Government Center
41 S. Central Ave.
Clayton, MO 63105
Fax: 314-615-3732

AGENCY:

Name/Title: _____

Address: _____

Fax: _____

With a copy to:

Name/Title: _____

Address: _____

Fax: _____

or at such different address as the parties may give by written notice mailed, faxed or delivered personally to the addresses of the other party listed above. Any mailed notices will be effective three days after deposit in the United States Mail, properly addressed with postage prepaid.

15. **Liability Protection.** Agency and ECC acknowledge that service disruptions will occur from time to time and agree to hold each other harmless for all such disruptions. ECC assumes no responsibility with respect to the use or storage of the Dispatch Equipment, and Agency and ECC assume no responsibility for any accidents or claims arising out of use of the Dispatch Equipment or the System. Notwithstanding the foregoing, it is not the intent through this Agreement of any Party to in any way affect, waive, or modify the doctrines of sovereign immunity, official immunity or other similar protections that would otherwise be available to any Party to assert against third party claims that may arise or be brought.

16. **Term.** The initial term of this Agreement shall be from the date set forth above and through December 31, 2024 unless sooner terminated pursuant to Section 20 or Section 21. ECC and Agency agree to negotiate a successor agreement in good faith in accordance with their intent that Agency shall be able to continue to use the System at no cost (except as otherwise provided herein) to achieve the common goal of enhanced communications.

17. **Default and Termination for Cause.** Any material violation of this Agreement is a default. In the event of a default, each party shall give the other party written notice of the alleged default, and each party will be afforded a reasonable opportunity to cure the default or present their disagreement for resolution to a mediator in accordance with the dispute resolution process set forth in section 17A. Failure to cure a default or participate in the dispute resolution process will result in a termination of this Agreement, but no such termination shall take effect until 90 days after the governing body of Agency or ECC finds and determines, by resolution or ordinance, that the Agreement should be terminated for cause. If Agency or ECC finds and determines by resolution or ordinance that the default has been cured during such 90 day period, and that reasonable assurance has been provided against further default, then this Agreement shall remain in effect.

17A. **Dispute Resolution Process.** Prior to mediation, the parties will first attempt to settle their disputes by a meeting between representative(s) designated by the Emergency Commissions Commission and representatives designated by the Agency. If, after such meeting, the parties are unable to resolve a conflict involving an alleged default, then they shall present their disagreements to a mutually agreeable mediator for mediation. If the parties are unable to agree on a mediator within thirty (30) calendar days after one party requests mediation, then the parties agree to utilize a mediator chosen by United States Arbitration and Mediation (USA&M) as best to handle a contractual dispute among government entities. Each party shall bear its own costs for mediation and the parties shall share the cost of the mediator. The mediation process must be followed to its conclusion prior to any party seeking relief from any court, except in an emergency.

18. **Funding Out.** If the governing body of a party should not appropriate or otherwise make available funds sufficient to fulfill the party's obligations under this Agreement, such party may unilaterally terminate this Agreement, without financial penalty, upon ninety (90) days written notice to the other party.

19. **Amendments.** This Agreement may be amended only by written agreement of ECC and Agency.

20. **Venue.** In the event that any actions or proceedings are initiated with respect to this Agreement, the parties agree that the venue thereof shall be St. Louis County, Missouri, and that this Agreement shall be governed by the laws of the State of Missouri.

21. **Fairness.** Agency understands that it does not operate in an identical manner to each and every other agency that will be using the System and, therefore, agrees that it may be treated differently in some respects by ECC. On the other hand, ECC understands that Agency expects to be treated fairly relative to other agencies including St. Louis County agencies and, therefore, agrees to treat Agency in an equitable manner as compared to such other agencies, taking into account differences in demonstrated need and all other relevant factors.

Executed by the County the _____ day of _____, 2019.

Executed by the Agency the _____ day of _____, 2019.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK. SIGNATURE PAGES FOLLOW.

ST. LOUIS COUNTY

County Executive

Attested:

Administrative Director

Chairman, Emergency Communications Commission

Approved as to legal form:

County Counselor

Approved:

Risk and Insurance Manager

Approved:

Accounting Officer

AGENCY OF

By: _____

Title: _____

ATTEST:

Approved as to legal form:

Agency Attorney

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

On this _____ day of _____, 2019, before me, a Notary Public in and for said state, personally appeared _____ [name], _____ [title] of _____ [agency], known to me to be the person who executed the foregoing agreement in behalf of said Agency and acknowledged to me that he or she is authorized to executed this Agreement for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My commission expires:

EXHIBIT A – DISPATCH EQUIPMENT

SEE EXHIBIT AS SEPARATE ATTACHMENT

EXHIBIT A : DISPATCH ELECTRONICS

Dispatching Agencies

CITY OF UNIVERSITY CITY, MISSOURI - POLICE DEPARTMENT

QTY	RADIO DISPATCHER CONSOLES
3	MCC 7500 RADIO DISPATCH CONSOLE AND ACCESSORIES
3	APX 4000 PORTABLE RADIO AND CHARGER
QTY	ASSOCIATED BACKROOM ELECTRONICS / NETWORKING EQUIPMENT
1	MCC 7500 RADIO CONSOLE NETWORKING SUPPORT RACK AND ASSOCIATED ELECTRONIC DEVICES
3	BACKUP CONSOLETTTE RADIOS/ACCY'S AND REMOTE DESKSETS
1	UNINTERUPTIBLE POWER SUPPLY-CABINET MOUNTED

This Exhibit can be ammended at a later date and any ammendment will be presented for separate signature.



Council Agenda Item Cover

MEETING DATE: December 9, 2019

AGENDA ITEM TITLE:
A RESOLUTION APPROVING A USER AGREEMENT WITH ST. LOUIS COUNTY FOR THE ST. LOUIS COUNTY AGENCIES INTEROPERABLE RADIO SYSTEM

AGENDA SECTION: New Business – Resolution 2019 - 20

CAN THIS ITEM BE RESCHEDULED?: No

BACKGROUND REVIEW:

The St. Louis County Emergency Communications Commission ("ECC") is in the process of upgrading 911 service throughout St. Louis County. The 911 handset and mobile radio equipment (subscriber radios) was supplied and maintained at the cost of the ECC until ownership was transferred to the City pursuant to an agreement that the City would not dispose of the equipment without notification to the ECC and the City must maintain the equipment. The City's current agreement with St. Louis County, on behalf of the ECC, for subscriber radios in connection with 911 service expires December 31, 2019. This Resolution approves a new agreement with St. Louis County that will expire December 31, 2024. The agreement permits the City to use the subscriber radios subject to the rules, regulations, policies and standards established by the ECC.

RECOMMENDATION:

The City Manager recommends approval.

Attachments:

1. Resolution 2019-20
2. User Agreement cover letter from ECC Director Mike Clouse
3. User Agreement for St. Louis County Agencies Interoperable Radio System

Resolution 2019 - 20

A RESOLUTION APPROVING A USER AGREEMENT WITH ST. LOUIS COUNTY AGENCIES INTEROPERABLE RADIO SYSTEM

WHEREAS, the St. Louis County Emergency Communications Commission ("ECC") has developed a countywide emergency communications radio system with Motorola Solutions, Inc. ("Motorola") whereby Motorola continues to maintain the countywide emergency communications radio system and associated commercial items, commercial computer software, radios and other equipment, subsystems and services (the "System"); and

WHEREAS, the ECC is the sole owner and operator of a countywide emergency communications radio system providing communication links that permit participating governmental entities to communicate within the geographical boundaries of St. Louis County, Missouri and beyond; and

WHEREAS, numerous agencies within St. Louis County are current authorized users of the System, including law enforcement, fire and local governments; and

WHEREAS, it is desirable to have a unified countywide interoperable radio system to promote communication between all governmental entities and further the goal of protecting and providing public safety services to the people of St. Louis County; and

WHEREAS, the ECC intends to enhance its ability to communicate for both routine and emergency operations and permit the City to use the System, subject to the rules, regulations, policies and standards established by the ECC; and

WHEREAS, the City is a law enforcement, fire or local government agency that provides assistance in emergency situations to St. Louis County residents and visitors; and

WHEREAS, the City therefore affects and furthers the goal of protecting the health, safety and welfare of the people of St. Louis County; and

WHEREAS, the City desires to enter into an agreement with St. Louis County on behalf of the ECC to use the System

NOW, THEREFORE BE IT RESOLVED that the User Agreement for St. Louis County Agencies Interoperable Radio System ("Agreement") with St. Louis County, Missouri is hereby approved in substantially the form attached hereto and incorporated herein by reference, and City Manager is hereby authorized to execute the Agreement on behalf of the City and may take such further action as may be necessary or desirable to carry out the intent of this Resolution.

ADOPTED this 9th day of December 2019

Terry Crow, Mayor

Attest:

LaRette Reese, City Clerk

Certified to be corrected as to Form:

City Attorney



10/29/2019

SLATER Radio System User Agencies
REF: Radio System User Agreement Renewal- URGENT
Subscriber Radios

Dear Radio System User Agency,

Please review the attached User Agreement Renewal for **Subscriber Radios**, sign and return two (2) originals to me at the address below. Additionally, the agreement will require an ordinance from your jurisdiction authorizing the agreement, which needs to accompany the returned signed originals. Once received we will return an original back to you with County signatures. The ECC currently has the original user agreement your agency filed and it expires midnight December 31st, 2019.

The term of the new agreement is 5 years (End of 2024), at which point we will send out another renewal.

Since the agreement requires an ordinance be passed, please give this matter immediate attention.

We will be sending this notice out via multiple pathways, so you may receive it more than once, and possibly to different people within your organization or municipality. Please reference your current agreement for information on how it should route through your agency.

If you need anything further please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Clouse".

Mike Clouse
Director
Emergency Communications Commission
1150 Hanna Rd.
Ballwin, MO 63021

314-615-7114 Office

**USER AGREEMENT FOR ST. LOUIS COUNTY AGENCIES
INTEROPERABLE RADIO SYSTEM**

THIS AGREEMENT, Made and entered into this _____ day of _____, by and between ST. LOUIS COUNTY, MISSOURI, ("County") on behalf of the St. Louis County Emergency Communications Commission, hereinafter referred to as the "ECC"; and _____, hereinafter to as "Agency";

WITNESSETH:

WHEREAS, ECC developed a county-wide emergency communications radio system with Motorola Solutions, Inc. ("Motorola") whereby Motorola continues to maintain the county-wide emergency communications radio system and associated commercial items, commercial computer software, radios and other equipment, subsystems and services ("the System");

WHEREAS, ECC the is the sole owner and operator of a county-wide emergency communications radio system providing communication links that permit participating governmental entities to communicate within the geographical boundaries of St. Louis County and beyond;

WHEREAS, numerous St. Louis County Agencies, including Law Enforcement, Fire Departments, Local Governments and other St. Louis County organizations are current authorized Agencies of the System;

WHEREAS, it is desirable to have a unified countywide interoperable radio system to promote communication between all governmental entities and further the goal of protecting and providing public safety services to the people of St. Louis County;

WHEREAS, ECC intends to enhance its ability to communicate for both routine and emergency operations and to permit Agency to use the System, subject to the rules, regulations, policies and standards established by the ECC;

WHEREAS, the Agency is a law enforcement, fire or local government agency who provides assistance in emergency situations to St. Louis County residents and visitors;

WHEREAS, the Agency therefore affects and furthers the goal of protecting the health, safety, and welfare of the people of St. Louis County;

WHEREAS, Agency is authorized to enter into this Agreement by Ordinance No. _____, and County is authorized to enter into this Agreement by Ordinance No. 26,293;

NOW, THEREFORE, the parties agree as follows:

I. **Definitions.** The following definitions apply to these terms, as used in this Agreement:

Infrastructure – all fixed electronic and civil components that make up the System. This includes owned or leased radio towers, monopoles, and rooftop installations; RF transmitters, microwave components, combiners, antenna systems, controllers, comparators, routers, GPS time standards, and other network hardware; environmental equipment shelters and HVAC subsystems; UPS and emergency power generator systems; and countywide recording systems.

Subscriber Radios or Radios – mobile (vehicle-mounted) and portable (handheld) radios; desktop control stations and desksets; digital vehicular repeater systems; RF modems used for mobile data; and associated accessories (batteries, battery chargers, shoulder microphones, holsters, etc.).

Primary Agency – a hospital, law enforcement, fire service, or other public safety agency that has been granted permission to use the System.

System – the county-wide emergency communications radio system and associated commercial items, commercial computer software, equipment, subsystems and services.

Encryption – the conversion of data into a form called cipher text that cannot be understood by unauthorized entities.

Motorola Contract – the contract dated December 15, 2011 between ECC and Motorola for the P-25 800 MHZ Digital Trunked Radio/Microwave System Project (RFP No. 2010-07-RH).

2. **Use of the System.** ECC hereby grants Agency permission to use the System, subject to the following:

- a. Agency shall comply with the rules, regulations, policies and standards established by the ECC (except in the event of conflict with the terms and conditions of this Agreement, which shall control).
- b. Agency shall comply with all laws, rules and regulations relating to use of the System, including but not limited to FCC regulations. Agency shall comply with any and all mandates issued by the FCC and authorized regulatory agencies. If, subsequent to this Agreement, technical or other changes are mandated by the FCC, Agency must timely comply with the mandate(s). The ECC will not be responsible for any costs, damages or losses incurred due to the regulatory mandate(s).
- c. Agency shall comply within one (1) year of receipt of notice from the ECC with any voluntary upgrades or changes to the System by the ECC, including change in vendor. The ECC shall have the sole discretion to upgrade or change the System. The ECC will not be responsible for any expenditure, losses, or other claims caused by or attributed to such voluntary upgrades or changes to the System.
- d. Agency is prohibited from selling, assigning or transferring any right of use to the System, in whole or in part, to any other person or entity.

3. **Title and Ownership of Subscriber Radios.** ECC transferred ownership of Subscriber Radios specified in the original Agreement in 2013 to the Agency to enhance its ability to communicate during routine and emergency operations anywhere within St. Louis County and the rest of the metropolitan area. Agency shall not transfer, sell, give or otherwise dispose of any of the Radios without the consent of the ECC. Agency understands and agrees that it will be primarily responsible for funding and procuring replacement and additional radios in the event of growth of its agency. Agency agrees it generally must fund any cost differences for additional radio features or substitutions that it requests.

4. **Programming, Data Conversion, Fleetmapping & Interoperability Template Design.** The ECC will be responsible for programming Subscriber Radios. Costs for conversion of GPS data and/or interface to CAD or other computer management systems will be the responsibility of individual user agencies, including Agency if applicable. The ECC will be responsible for initial and ongoing fleetmapping and interoperability template design and codeplug provision for user agencies including Agency. This will include design of specific talkgroups to meet the routine needs of individual agency operations including Agency.

5. **Infrastructure.**

- a. Operation, Maintenance & Support – The ECC will be responsible for the operation, technical performance, preventative maintenance, modifications/additions, hardware/software upgrades, routine corrective repairs, and emergency restoration of the Infrastructure. The ECC will oversee and manage contractors authorized to maintain and support the Infrastructure. The ECC shall comply with all FCC and regulatory laws, rules and regulations relating to use of the System. ECC will provide Agency with one (1) year notice of any voluntary upgrades or early compliance with mandates to the System affecting Agency.
- b. Physical Security – The ECC will ensure that reasonable physical security measures are taken to protect the equipment sites of the Infrastructure.
- c. Critical System Data – The ECC will ensure that all System data, custom configurations, and interoperability & fleetmapping templates are regularly backed up and secured in an off-site protected location, in accordance with St. Louis County standards and best practices.
- d. Radio Licenses – The ECC is the named licensee, and will be responsible to acquire and maintain all licenses required by the Federal Communications Commission (FCC) for the operation of the System. The ECC will investigate and remediate any complaints of interference or substandard performance of the System. The ECC will comply with all applicable laws including but not limited to FCC regulations.

- e. Backup Network Testing – The ECC will schedule, coordinate, and conduct tests of backup systems, including countywide, all-agency FailSoft drills pursuant to ECC best practice.
- f. System Inventory – The ECC shall be responsible to maintain and update an inventory of the Infrastructure in accordance with the fixed assets policies of St. Louis County.
- g. System Funding – The ECC shall, on an annual basis, submit a budget request to County Council for sufficient funds to handle the insurance and ongoing maintenance and upgrade costs for the Infrastructure, including contingency funding to address unforeseen emergency requirements.

8. **Subscriber Radio Warranty and Maintenance.** The ECC funding for Subscriber Radio Warranty and Maintenance ends on December 31, 2021. After December 31, 2021, the Agency is responsible for obtaining warranty coverage for Subscriber Radios, mobile and portable, through Motorola or a Motorola factory authorized repair center. The Agency shall ensure that all maintenance performed on Agency's Subscriber Radios is performed by a certified technician employed by ECC authorized vendor or Motorola depot repair center. Agency agrees to take proper care of each of the Radios as recommended by the manufacturer and standard operating procedures. Agency will be responsible for coordinating repair scheduling and/or drop off with the maintenance contractor.

9. **Loss or Theft.** Agency agrees to notify ECC immediately (or as soon as reasonably possible) upon discovery of the loss or theft of any of the Radios. The ECC will suspend the missing Radio's electronic registration within the System, so that it cannot be used by unauthorized persons.

10. **Emergency Response/Mutual Aid.** ECC agrees and understands that the Agency is free to use the Radios for all of their operations, including those which may involve travel outside of the metropolitan area for special events and emergency/mutual aid response.

11. **Notices.** Any notice, request, complaint, demand or other communication required by this Agreement to be given to or filed with ECC or Agency, shall be in writing and shall be given or filed in the manner and at the addresses specified below.

County:

Director of Emergency Communications Commission
 St. Louis County Police Department
 1150 Hanna Road
 St. Louis, Missouri 63021
 Fax: _____

With a copy to:

County Counselor

St. Louis County Government Center
41 S. Central Ave.
Clayton, MO 63105
Fax: 314-615-3732

AGENCY:

Name/Title: _____

Address: _____

Fax: _____

With a copy to:

Name/Title: _____

Address: _____

Fax: _____

or at such different address as the parties may give by written notice mailed, faxed or delivered personally to the addresses of the other party listed above. Any mailed notices will be effective three days after deposit in the United States Mail, properly addressed with postage prepaid.

12. **Liability Protection.** Agency and ECC acknowledge that service disruptions will occur from time to time and agree to hold each other harmless for all such disruptions. ECC assumes no responsibility with respect to the use or storage of the Radios, and Agency and ECC assume no responsibility for any accidents or claims arising out of use of the Radios. Notwithstanding the foregoing, it is not the intent through this Agreement of any Party to in any way affect, waive, or modify the doctrines of sovereign immunity, official immunity or other similar protections that would otherwise be available to any Party to assert against third party claims that may arise or be brought.

13. **Term.** The initial term of this Agreement shall be from the date set forth above and through December 31, 2024 unless sooner terminated pursuant to Section 15 or Section 16. ECC and Agency agree to negotiate a successor agreement in good faith in accordance with their intent that Agency shall be able to continue to use the System at no cost to achieve the common goal of enhanced communications.

14. **Default and Termination for Cause.** Any material violation of this Agreement is a default. In the event of a default, each party shall give the other party written notice of the alleged default, and each party will be afforded a reasonable opportunity to cure the default or present their disagreement for resolution to a mediator in accordance with the dispute resolution process set forth in section 14A. Failure to cure a default or participate in the dispute resolution process will result in a termination of this Agreement, but no such termination shall take effect

until 90 days after the governing body of Agency or ECC finds and determines, by resolution or ordinance, that the Agreement should be terminated for cause. If Agency or ECC finds and determines by resolution or ordinance that the default has been cured during such 90 day period, and that reasonable assurance has been provided against further default, then this Agreement shall remain in effect.

14A. **Dispute Resolution Process.** Prior to mediation, the parties will first attempt to settle their disputes by a meeting between representative(s) designated by the Emergency Commissions Commission and representatives designated by the Agency. If, after such meeting, the parties are unable to resolve a conflict involving an alleged default, then they shall present their disagreements to a mutually agreeable mediator for mediation. If the parties are unable to agree on a mediator within thirty (30) calendar days after one party requests mediation, then the parties agree to utilize a mediator chosen by United States Arbitration and Mediation (USA&M) as best to handle a contractual dispute among government entities. Each party shall bear its own costs for mediation and the parties shall share the cost of the mediator. The mediation process must be followed to its conclusion prior to any party seeking relief from any court, except in an emergency.

15. **Funding Out.** If the governing body of a party should not appropriate or otherwise make available funds sufficient to fulfill the party's obligations under this Agreement, such party may unilaterally terminate this Agreement, without financial penalty, upon ninety (90) days written notice to the other party.

16. **Transfer of Radio Ownership.** In the event that Agency's services are assumed by another agency participating in the System, Agency may transfer its Radios to that new agency with advance notice to ECC.

17. **Amendments.** This Agreement may be amended only by written agreement of ECC and Agency.

18. **Venue.** In the event that any actions or proceedings are initiated with respect to this Agreement, the parties agree that the venue thereof shall be St. Louis County, Missouri, and that this Agreement shall be governed by the laws of the State of Missouri.

19. **Fairness.** Agency understands that it does not operate in an identical manner to each and every other agency that will be using the System and, therefore, agrees that it may be treated differently in some respects by ECC. On the other hand, ECC understands that Agency expects to be treated fairly relative to other agencies including St. Louis County agencies and, therefore, agrees to treat Agency in an equitable manner as compared to such other agencies, taking into account differences in demonstrated need and all other relevant factors.

Executed by the County the _____ day of _____, 2019.

Executed by the Agency the _____ day of _____, 2019.

ST. LOUIS COUNTY

County Executive

Attested:

Administrative Director

Chairman, Emergency Communications Commission

Approved as to legal form:

County Counselor

Approved:

Risk and Insurance Manager

Approved:

Accounting Officer

AGENCY OF _____

By: _____

Title: _____

ATTEST:

Approved as to legal form:

Agency Attorney

STATE OF MISSOURI)

) SS.

COUNTY OF ST. LOUIS)

On this _____ day of _____, 2019, before me, a Notary Public in and for said state, personally appeared _____ [name], _____ [title] of _____ [agency], known to me to be the person who executed the foregoing agreement in behalf of said Agency and acknowledged to me that he or she is authorized to executed this Agreement for the purposes therein stated.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year first above written.

Notary Public

My commission expires:



Council Agenda Item Cover

MEETING DATE: December 9, 2019

AGENDA ITEM TITLE: An Ordinance Authorizing Amendments to the Employment Agreement Between the City and City Manager Gregory Rose

AGENDA SECTION: New Business - Bills

CAN THIS ITEM BE RESCHEDULED? Yes

BACKGROUND REVIEW:

This Bill authorizes certain amendments to the Employment Agreement between the City and City Manager Gregory Rose. The City's contribution to Mr. Rose's ICMA RC 457 retirement plan increases to nine percent of his base salary from six percent. The City's severance payment to Mr. Rose for termination without cause after the first 24 months of employment increases to 12 months' salary from nine months' salary through the 48th month of employment, and to 12 months' salary from six months' salary after the 48th month of employment. Lastly, the City agrees to assist Mr. Rose with a future purchase of a principal residence located within the corporate boundaries of the City by providing an equity loan in the amount of up to \$50,000, the specific terms of which are subject to approval by the parties.

RECOMMENDATION:

ATTACHMENT:

1. Bill NO. 9397
2. Employment Agreement

INTRODUCED BY: _____

DATE: _____

BILL NO. 9397

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING AMENDMENTS TO THE EMPLOYMENT AGREEMENT BETWEEN THE CITY AND CITY MANAGER GREGORY ROSE.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF UNIVERSITY CITY, MISSOURI AS FOLLOWS:

Section 1. The Employment Agreement dated November 13, 2017 between the City and City Manager Gregory Rose, which was approved by Ordinance No. 7070 and effective December 28, 2017, is hereby amended as provided in the First Amended Employment Agreement, which is attached and incorporated by reference.

Section 2. This ordinance shall take effect and be in force from and after its passage as provided by law.

PASSED this _____ day of _____, _____.

MAYOR

ATTEST:

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY

FIRST AMENDED EMPLOYMENT AGREEMENT

This First Amended Employment Agreement is made and entered into this 13th day of January, 2020, by and between the City of University City, Missouri, a municipal corporation (hereafter called the "Employer" or the "City"), and Gregory Rose (hereinafter called "Gregory Rose," "you" or "your"), an individual who has education, training and experience in local government management and who, as a member of the ICMA, is subject to the ICMA Code of Ethics.

RECITALS:

- A. The City and Gregory Rose entered into an Employment Agreement dated November 13, 2017, which was approved by Ordinance No. 7070 and effective December 28, 2017; and
- B. The City and Gregory Rose now desire to make certain amendments to the Employment Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the City and Gregory Rose agree as follows:

1. Section 6.B of the Employment Agreement is amended, effective from and after January 19, 2020, to read as follows: For each month during the term of this Agreement, the Employer shall contribute to an ICMA RC 457 retirement plan for your benefit an amount equal to nine percent (9%) of your base salary.
2. Section 8.C of the Employment Agreement is amended to read as follows: If you are terminated without cause after the first twenty-four months of employment, the Employer shall provide a severance payment equal to twelve months' salary at the current rate of pay.
3. Section 8.D of the Employment Agreement is amended by deleting it in its entirety.
4. Section 12 of the Employment Agreement is amended by adding a subsection D, which shall read as follows: Upon your request, the City shall assist you with a future purchase of a principal residence located within the corporate boundaries of University City by providing an equity loan in an amount of up to \$50,000, the specific terms of which are subject to approval by the City and you.
5. All other terms and conditions of the Employment Agreement shall remain in full force and effect.

City of University City, Missouri

By: _____
Gregory Rose

By: _____
Mayor Terry Crow
For the City and the Council

Date of Execution: _____

Date of Execution: _____

EMPLOYMENT AGREEMENT

This Agreement is made and entered into on the 13th day of November, 2017, by and between the City of University City, Missouri, a municipal corporation (hereafter called the "Employer" or the "City"), and Gregory Rose (hereinafter called "you" or "your"), an individual who has education, training and experience in local government management and who, as a member of ICMA, is subject to the ICMA Code of Ethics.

SECTION 1: Term

This Agreement shall remain in full force and effect until terminated by the Employer or you as provided in Section 7, 8, or 9 of this Agreement.

SECTION 2: Duties and Authority

A. The Employer agrees to employ you as the City Manager to perform the duties prescribed by the City Charter and ordinances and to perform such other duties as the City Council may require of you.

B. As the City Manager you agree to faithfully perform your duties in compliance with the City Charter and ordinances, state and federal law, and all applicable Employer directives, policies and rules, as they exist or may hereafter be amended.

SECTION 3: Compensation

A. Base Salary: The Employer agrees to pay you an annual base salary of one hundred seventy thousand dollars (\$170,000.00) payable in installments at the same time that other City employees are paid.

B. Your annual base salary shall be increased to reflect any future cost-of-living adjustments generally provided to other City employees.

SECTION 4: Health, Disability and Life Insurance Benefits

The Employer shall provide health, disability, and life insurance for you consistent with other City employees. Employee will be able to purchase additional life insurance through the City's provider at his expense to extent such insurance is available to purchase.

SECTION 5: Vacation and Sick Leave

A. Upon commencing employment, you shall be credited with four weeks (20 days) of vacation and two weeks (10 days) of sick leave.

B. As of July 1, 2018, vacation and sick leave will be accrued based on the employment practices for other City employees with the exception of the vacation leave allocation, which shall remain at four weeks (20 days) until the number of years of service exceeds the distribution of four weeks of vacation.

SECTION 6: Retirement

A. Upon commencing employment, the Employer agrees to enroll you into the applicable state or local retirement system. You shall pay into the appropriate retirement system at the same rate as other City employees, and the City will make all the appropriate contributions as necessary.

B. For each month during the term of this Agreement, the Employer shall contribute to an ICMA RC 457 retirement plan for your benefit an amount equal to six percent (6%) of your base salary.

SECTION 7: Termination

A. For the purposes of this Agreement, termination shall occur if and when the majority of the City Council votes to terminate you at a duly authorized meeting. Your employment may be terminated with or without cause.

B. Termination with cause shall include termination due to: (1) gross negligence in the performance of your duties; (2) insubordination by you; (3) a material breach of this Agreement, (4) failure to maintain your membership with the ICMA or a breach of the ICMA Code of Ethics; (5) your conviction or adjudication of guilty of, or pleading guilty or no contest to, a felony, or a misdemeanor involving dishonesty or moral turpitude; (6) malfeasance in office, bribery or other corrupt practice; or (7) serious misconduct.

C. Termination without cause shall mean termination for any reason other than termination with cause or resignation by you.

D. If the Employer, citizens, or legislature acts to amend any provisions of the City Charter pertaining to the role, powers, duties, authority, or responsibilities of your position and thereby substantially changes the form of government, you shall have the right to declare that such amendments constitute termination without cause.

Section 8: Severance

A. Severance compensation shall be paid to you when your employment is terminated without cause as defined in Section 7.

B. If you are terminated without cause during the first twenty-four months of employment, the Employer shall provide a severance payment equal to two years salary at the current rate of pay.

C. If you are terminated without cause after the first twenty-four months through the forty-eighth month of employment, the Employer shall provide a severance payment equal to nine months salary at the current rate of pay.

D. If you are terminated without cause after the forty-eighth month of employment, the Employer shall provide a severance payment equal to six months salary at the current rate of

pay.

E. If you resign your employment with the City or are terminated with cause, you will not be entitled to any severance or continued payment of health insurance premiums.

F. If you are terminated without cause, the Employer will pay your COBRA payments for the first six months following termination, which will include any dependents.

G. Severance shall be paid into the established ICMA RC 457 plan to the extent allowable by law; the remainder shall be paid in a lump sum within thirty days, unless otherwise agreed to by the Employer and you.

H. The Employer agrees to appropriate sufficient funds to pay its financial obligations to you pursuant to the terms of Paragraphs 3, 4, 6, and 8 of this Agreement.

Section 9: Resignation

In the event that you voluntarily resign your position with the Employer, you shall provide a minimum of sixty days' notice unless the parties agree otherwise. If you voluntarily resign your position with the Employer, you will not be entitled to severance.

Section 10: Performance Evaluation

A. It shall be a goal of the Employer to annually review your performance using a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by you and the Employer. In the event the parties do not mutually agree, then the Employer shall determine the process, form, criteria, and format for the evaluation.

B. This process shall generally include the opportunity for both parties to prepare a written evaluation, meet and discuss the evaluation, and present a written summary of the evaluation results.

C. The final, written evaluation shall generally be completed and delivered to you

approximately thirty days following the evaluation meeting.

D. In the Employer's discretion your performance may be reviewed upon your request or otherwise at anytime.

SECTION 11: Hours of Work

It is recognized that you must devote a great deal of time beyond normal office hours on behalf of the Employer. To that end, you shall be allowed to establish an appropriate work schedule. Whenever you travel, you shall announce your travel plans to the City Council within a reasonable time in advance of travel.

SECTION 12: Moving and Relocation Expenses

A. You shall establish a residence within the corporate boundaries of University City and thereafter maintain your residence within the corporate boundaries of University City during your tenure of office.

B. The Employer shall reimburse you for your moving and relocation expenses in an amount not to exceed eighteen thousand dollars (\$18,000), to cover temporary housing, not more than two trips to University City for you and your spouse to secure permanent housing, and moving your household furnishings and personal property to University City.

C. If you resign your position with the Employer within eighteen months of the effective date of this Agreement, you shall repay Employer the reimbursed moving and relocation expenses on a pro rata basis commensurate with the percentage of the eighteen-month period you have completed.

SECTION 13: Other Terms and Conditions of Employment

A. Except as otherwise provided in this Agreement, you shall be entitled to the benefits enjoyed by other City employees as provided in the City Charter, ordinances, personnel

rules, and administrative regulations, or by practice.

B. You are entitled to an insured and maintained City vehicle to use in the performance of your duties as City Manager, or at your election a vehicle allowance of three hundred fifty dollars (\$350) per month. You are also entitled to a wireless smart phone for City business and de minimis personal use.

C. The Employer shall reimburse you for your professional development expenses to attend two MCMA conferences and one ICMA conference annually. The Employer shall reimburse you to attend other conferences, short courses and seminars as allowed by the City's budget.

D. You may participate in outside teaching and consulting services with prior approval of the City Council.

E. The Employer shall defend, save harmless and indemnify you against any tort, professional liability claim, demand, or other legal action, whether groundless or otherwise, brought against you in your individual or official capacity as an employee of the Employer and arising out of an alleged act or omission occurring in the performance of your duties as City Manager; except that Employer will not indemnify you for any intentional, reckless or grossly negligent conduct or any criminal conduct.

F. The Employer shall reimburse you for the actual cost of those incidental expenses necessarily incurred by you while in attendance at local meetings or seminars related to your employment with the City.

SECTION 14: Notices


Any notice to the Employer shall be given to the Mayor and all other members of the City Council. Any notice to you shall be given to you or your designated representative. You may designate an address for mail.

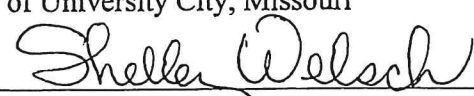
SECTION 15: General Provisions

A. This Agreement sets forth and establishes the entire understanding between you and the Employer relating to your employment by the Employer. The parties, by mutual written Agreement, may amend any provision of this Agreement during the life of the Agreement. Such amendments shall be incorporated and made a part of this Agreement.

B. This Agreement shall be binding on the Employer and you as well as your heirs, assigns, executors, personal representatives and successors in interest.

C. This Agreement shall become effective on December 28, 2017.

By:  _____
Gregory Rose

City of University City, Missouri
By:  _____
Mayor Shelley Welsch
For the City and the Council

Date of Execution: 11/6/2017

Date of Execution: 11-13-2017



Council Agenda Item Cover

MEETING DATE: December 9, 2019

AGENDA ITEM TITLE: An Ordinance Amending Section 120.940 of the Municipal Code of the City of University City, Relating to the Loop Special Business District Advisory Commission, By Amending Subsection A.1 Thereof, Relating to Membership

AGENDA SECTION: New Business - Bills

CAN THIS ITEM BE RESCHEDULED? Yes

BACKGROUND REVIEW:

This Bill amends Municipal Code Section 120.940.A.1, relating to the Loop Special Business District Advisory Commission membership. Currently, individuals who own property or operate a municipally-licensed business within the District may be appointed to Commission. The Bill clarifies that the real property or licensed business must be subject to the additional tax in Municipal Code Section 120.910 and not be in arrears. The additional tax on real property is 85 cents per \$100 of assessed valuation, and on licensed businesses it is 50% over any other business license taxes levied by the City. Revenue from the taxes is used to pay all costs and expenses incurred in the operation of the District.

The Bill further clarifies that if the owner of real property or a licensed business within the district is a partnership or a business organization or other entity, including a limited partnership, corporation, estate or trust, the owner may designate in writing an individual as the owner's legally authorized representative and such individual may be appointed to the Advisory Commission provided the individual is formally affiliated with the owner and the owner is subject to the additional tax in Section 120.910 and not in arrears. Most of the real property and many licensed businesses are owned by entities rather than individuals, and the informal practice has been to appoint individuals associated with such entities to the Commission. The Bill formalizes the practice but requires that there be a written designation by the entity.

RECOMMENDATION:

City Manager recommends approval.

ATTACHMENT:

1. Bill NO. 9398

INTRODUCED BY: _____

DATE: _____

BILL NO. 9398

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 120.940 OF MUNICIPAL CODE OF THE CITY OF UNIVERSITY CITY, RELATING TO THE LOOP SPECIAL BUSINESS DISTRICT ADVISORY COMMISSION, BY AMENDING SUBSECTION A.1 THEREOF, RELATING TO MEMBERSHIP.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF UNIVERSITY CITY, MISSOURI AS FOLLOWS:

Section 1. Section 120.940 of the Municipal Code of the City of University City, relating to the Loop Special Business District Advisory Commission, is hereby amended by amending subsection A.1 relating to membership, so that Section 120.940, as so amended, shall read as follows:

Section 120.940. Advisory Commission.

A.

The City Council shall have sole discretion as to how the revenues of the district shall be used within the scope of this Chapter. To assist in exercising this discretion, a University City Special Business District Advisory Commission is created.

1. Membership. The Advisory Commission shall consist of nine (9) members, chosen from and consisting of individuals who, at the time of appointment and during their entire term, own real property or a licensed business within the district that is subject to the additional tax in Section 120.910 and not in arrears. If the owner of real property or a licensed business within the district is a partnership or a business organization or other entity, including a limited partnership, corporation, estate or trust, the owner may designate in writing an individual as the owner's legally authorized representative and such individual may be appointed to and a member of the Advisory Commission provided, at the time of appointment and during the entire term, the individual is formally affiliated with the owner and the owner is subject to the additional tax in Section 120.910 and not in arrears. No member of the municipal government shall be a member of the Advisory Commission.

2. Term of office. Upon passage and approval of the ordinance codified in this Chapter, the Mayor, with the approval of the City Council, shall appoint to the members of said Advisory Commission two (2) additional members so that each of the nine (9) members shall hold office for three (3) years. With respect to the term of office of the two (2) members added by this amendment, their terms shall be deemed to have commenced on the first (1st) of January, 1989. Annually thereafter the Mayor shall, before the first (1st) of January of each year, appoint, as before, replacement members for those members whose terms shall have expired, and those replacement members shall hold office for three (3) years, and/or until their successors are appointed.

3. Dismissals. The City Council may remove any member of the Advisory Commission for misconduct or neglect of duty.

4. Vacancies. Vacancies on the Advisory Commission, occasioned by removal, resignation or otherwise, shall be reported to the City Council and shall be filled in like manner as normal appointments within thirty (30) days of the report to the Council. Members appointed to fill vacancies shall assume the term of membership held by the vacated member.

5. Compensation. No member of the Advisory Commission shall receive compensation for his/her duties.

6. Conflict of interest. No person shall be employed by the district who is related to a member of the Advisory Commission either by blood or marriage, and no business shall be conducted with firms which are owned in whole, or part, by a person related to a member of the Advisory Commission either by blood or marriage.

Section 2. This Ordinance shall take effect and be in force after its passage as provided by law.

PASSED this _____ day of _____, 2020.

MAYOR

ATTEST:

CITY CLERK

CERTIFIED TO BE CORRECT AS TO FORM:

CITY ATTORNEY