



MEETING OF THE CITY COUNCIL
CITY OF UNIVERSITY CITY
CITY HALL, Fifth Floor
6801 Delmar Blvd., University City, Missouri 63130
Monday, December 11, 2023
6:30 p.m.

AGENDA

A. MEETING CALLED TO ORDER

B. ROLL CALL

C. APPROVAL OF AGENDA

D. PROCLAMATIONS (Acknowledgement)

None

E. APPROVAL OF MINUTES

1. November 27, 2023 Meeting Minutes

F. APPOINTMENTS to BOARDS AND COMMISSIONS

1. Dennis Hoppe is nominated to the Library Board as a fill in by Councilmember Aleta Klein.
2. Karen Bernstein is nominated for appointment by the School District to the Economic Development Retail Sales Tax Board replacing George Lenard.
3. Matthew Bellows is nominated by the School District for re-appointment to the Economic Development Retail Sales Tax Board.

G. SWEARING IN TO BOARDS AND COMMISSIONS

None

H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)

Request to Address the Council Forms are located on the ledge just inside the entrance.

Please complete and place the form in the basket at the front of the room.

*The public may also submit written comments must be received **no later than 12:00 p.m. the day of the meeting.** Comments may be sent via email to: councilcomments@ucitymo.org, or mailed to the City Hall – 6801 Delmar Blvd. – Attention City Clerk. Such comments will be provided to City Council prior to the meeting. Comments will be made a part of the official record and made accessible to the public online following the meeting. Please note, when submitting your comments, a **name and address must be provided.** Please also not if your comment is on an agenda or non-agenda item. If a name and address are not provided, the provided comment will not be recorded in the official record.*

I. COUNCIL COMMENTS

J. PUBLIC HEARINGS

1. Liquor License Public Hearing – Wallis Petroleum (On the Run) - 7360 Forsyth

K. CONSENT AGENDA (1 voice vote required)

1. Liquor License – Wallis Petroleum (On the Run) - 7360 Forsyth
2. Barracuda Network Defense Agreement
3. EDRST Funding Request - LSBDD
4. Record Scanning Project – HR Files

L. CITY MANAGER'S REPORT – (voice vote on each item as needed)

None

M. UNFINISHED BUSINESS (2nd and 3rd readings – roll call vote required)

None

N. NEW BUSINESS

Resolutions (voice vote required)

Resolutions

None

Bills (Introduction and 1st reading - no vote required)

None

O. 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

P. CITIZEN PARTICIPATION (continued if needed)

Q. COUNCIL COMMENTS

R. EXECUTIVE SESSION (roll call vote required)

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.

S. ADJOURNMENT

The public may also observe via:

Live Stream via YouTube:

https://www.youtube.com/channel/UCyN1EJ_-Q22918E9EZimWoQ

Posted December 8, 2023

MEETING OF THE CITY COUNCIL
CITY OF UNIVERSITY CITY
CITY HALL, Fifth Floor
6801 Delmar Blvd., University City, Missouri 63130
Monday, November 27, 2023
6:30 p.m.

AGENDA

A. MEETING CALLED TO ORDER

At the Regular Session of the City Council of University City held on Monday, November 27, 2023, Mayor Terry Crow called the meeting to order at 6:30 p.m.

B. ROLL CALL

In addition to the Mayor, the following members of Council were present:

Councilmember Stacy Clay
Councilmember Aleta Klein
Councilmember Steven McMahon; (*excused*)
Councilmember Jeffrey Hales
Councilmember Dennis Fuller
Councilmember Bwayne Smotherson

Also in attendance were City Manager, Gregory Rose, City Attorney, John F. Mulligan, Jr., Fire Chief, William Hinson, and Commander of Field Operations, Fredrick Lemons.

C. APPROVAL OF AGENDA

Hearing no motions to amend, Councilmember Hales moved to approve the Agenda as presented, it was seconded by Councilmember Fuller, and the motion carried unanimously.

D. PROCLAMATIONS - (Acknowledgement)

None

E. APPROVAL OF MINUTES

1. November 13, 2023, Study Session Minutes; Comprehensive Plan Briefing No. 1, was moved by Councilmember Klein, it was seconded by Councilmember Hales, and the motion carried unanimously with the exception of Councilmember Clay.
2. November 13, 2023 Meeting Minutes were moved by Councilmember Fuller, it was seconded by Councilmember Klein, and the motion carried unanimously with the exception of Councilmember Clay.

F. APPOINTMENTS TO BOARDS AND COMMISSIONS

1. Meg Zelenovich is nominated for reappointment to the Arts and Letters Commission by Councilmember Smotherson, it was seconded by Councilmember Hales, and the motion carried unanimously.
2. Aisha Hedges is nominated for reappointment to the Arts and Letters Commission by Councilmember Smotherson, it was seconded by Councilmember Fuller, and the motion carried unanimously.
3. Marcie Dear is nominated for reappointment to the Arts and Letters Commission by Councilmember Smotherson, it was seconded by Councilmember Klein and the motion carried unanimously.

4. John Tieman is nominated for reappointment to the Arts and Letters Commission by Councilmember Smotherson, it was seconded by Councilmember Fuller and the motion carried unanimously.

G. SWEARING IN TO BOARDS AND COMMISSIONS

None

H. CITIZEN PARTICIPATION (Total of 15 minutes allowed)

Procedures for submitting comments for Citizen Participation and Public Hearings:

Request to Address the Council Forms are located on the ledge just inside the entrance. Please complete and place the form in the basket at the front of the room.

Written comments must be received **no later than 12:00 p.m. on the day of the meeting**. Comments may be sent via email to: councilcomments@ucitymo.org, or mailed to the City Hall – 6801 Delmar Blvd. – Attention City Clerk. Such comments will be provided to City Council prior to the meeting. Comments will be made a part of the official record and made accessible to the public online following the meeting.

Please note that when submitting your comments, a **name and address must be provided**. Please also note whether your comment is on an agenda or a non-agenda item. If a name and address are not provided, the comment will not be recorded in the official record.

Yitzchak Simon, 8025 Amherst, U City, MO

Mr. Simon read the following article from ROARS into the record:

"Ethics in Public Service Jobs. By Larry Hampton, Chief of Police for University City. Public service is complicated. Thriving communities depend on the commitment and dedication of public servants to manage everyday tasks effectively and ethically. For law enforcement particularly, ethics play a pivotal role as individual careers are built upon the foundation of trust from both the people and the community. When ethics are compromised citizens may lose trust and law enforcement agencies can falter due to the unethical behaviors of even one untrustworthy employee.

On the other hand, following incidents of improper or illegal ethics effective administrations work hard to rebuild and restore trust within their departments and communities. In the aftermath of the civil unrest in Ferguson in 2014, municipalities in St. Louis County, Missouri all had to collectively review and revise any practices that were out of balance with the proper reform. Public safety was not the only reform to attract attention from the State. Police departments were also held accountable for unethical court fees, city code violation fees, over-policing, over-penalizing, and more. In addition, the Department of Justice, the American Civil Liberties Union, and other similar organizations began examining overly restrictive administrations and organizations that had unethical policies and practices.

Dedicated law enforcement administrators continuously train and prepare to overcome ethical dilemmas. Being successful requires comprehensive strategic plans, good policies, and employees with integrity. In my role as Public Safety Director, I approach ethical dilemmas from diverse perspectives. The best solution often results in viewing problems and challenges as opportunities. This involves not just instructing inexperienced employees on the how, but also appreciating the why. Ensuring citizens are educated about proper due process is essential in clarifying the extent of law enforcement when addressing individuals who violate the law. Upholding the principle that no one, including law enforcement officials, is above the law is crucial. Citizens place their trust in law enforcement expecting them to be stewards of integrity and good faith. Public servants acknowledge the constant scrutiny they face, being watched, observed, critiqued, evaluated, and at times ridiculed. As we face various dilemmas over-reactions are closely observed by those in our community, including staff and elected officials, as well as friends and family. Cultivating an ethical environment for our community to flourish necessitates a commitment to honesty, integrity, transparency, and the ability to relate effectively with all citizens.

Possessing moral fiber is not a skill acquired through learning; it is deeply ingrained in our core values. Police officers must embody this quality to ensure accountability, not just for their own actions and decisions, but also for the wellbeing of everyone around them. Setting a strong example through one's behavior is the best way to embody the values of our Police Department, when personal ethics are closely aligned with our department's mission and core values, the likelihood of our success and longevity increases."

Mr. Simon asked Council if they believed that possessing moral fiber was enough to stand up before a judge in court? He stated in the fall of 2021, the City Manager, read this statement to Council regarding a complaint that he filed. *"My Police Chief; Dear Mr. Simon, I am writing to you because, on 5/11/21, you filed a complaint against a member of the Police Department. I received your complaint regarding the incident which occurred at Delcrest and Delmar. Your complaint was designated Control No. BPS-21-9. After an investigation was conducted your complaint was found to be sustained. The term 'sustained' is defined and used to classify an allegation/complaint that is found to be true.*

The employee received the appropriate discipline consistent with department policy. People living and visiting in U City are valuable eyes and ears for our community and its Police Department. We respect the input, both good and bad. Whenever you see police action you believe we should be aware of please report them. The Police Department takes your compliments and complaints seriously. We believe the public is entitled to efficient, fair, and impartial service. We investigate all allegations of employee misconduct and respond to inquiries about employee actions or department policy. If I can be of further assistance please contact me, sincerely, Captain Lemons."

Mr. Simon stated after reading the Chief's article he wondered how publicly acknowledging ethical issues in the U City Police Department could benefit the City. Because in his opinion, the failure to address any of the actions taken or planned, indicates that Chief Hampton is okay with having the department open to lawsuits. Instead of covering up allegations against officers; especially ones that have drawn multiple complaints, including a lawsuit from the ACLU, this Council should move to hold Gregory, Larry, and the entire U City Police Department accountable before the City once again, finds itself in court because of the conduct of its Police Department. Mr. Simon then made the following suggestions; that officer complaints and information on the nature of the *"appropriate corrective action taken as a result of the complaint"* be made available to the public, and that Council consider the creation of a Civilian Police Oversight Board.

Alexandra Forgerson, 1457 Forest Green Ct., U City, MO

Ms. Forgerson stated after watching the recording of the last Council meeting and hearing the comments made by Mr. Boyd and Councilmember Smotherson characterizing her family's presence as an ongoing issue within the community, she was motivated to share her perspective.

Mr. Boyd stated that his view is frequently obstructed by an eyesore of a camper parked in their driveway. But the reality is that this camper has only been parked there six times throughout the entire year. And Mr. Boyd, Mrs. Jones, nor Councilmember Smotherson has ever raised any concerns with them about the camper being parked there. In fact, during a conversation with her husband, Mrs. Boyd expressed what a wonderful experience having a camper presented for their family and shared memories of traveling in a camper during her youth. So, this would have been the perfect opportunity for her to express any concerns.

She stated for the past four years her family has diligently adhered to the rules and regulations provided by Code Enforcement, which is why the camper has been onsite 3.3% of the time allotted by the City's Ordinance. And as a courtesy to their neighbors, they have always made a conscious effort to minimize any impact the camper might have, making sure that it never remained on site for more than 24 hours at a time.

Ms. Forgerson stated her parents met with Chief Hampton on November 21st, to discuss the short-term parking of travel trailers where they were provided with a copy of the Ordinance. And while her parents reported that it was a very productive meeting, she would respectfully, like to voice some of her concerns after she reviewed the Ordinance.

- While the language is being interpreted to mean that no trailers should be parked in U City, what it actually implies is that there are restrictions on any size vehicle being parked in a driveway. And the severity of this regulation appears to be disproportionate to other municipalities because Clayton allows a 24-hour window for loading and unloading.
- Lack of public accessibility. Despite persistent efforts, she was unable to find or receive guidance on where to find this Ordinance or the corresponding keywords on the website. In fact, the Chief was unable to find it on the website. Therefore, she would request Council's assistance in clarifying and providing specific details about this Ordinance.

Ms. Forgerson stated another relevant issue is her daughter's play equipment. Although none of her neighbors ever voiced a complaint, they have received several visits from Code Enforcement. Rather than allowing families to prioritize the utilization of recreational spaces for their children, this Ordinance imposes excessively strict regulations on features like swings, hammocks, basketball hoops, etc., all of which can be found in every Ward throughout the City. Instead, it alienates young families from seeking this nurturing environment, has the potential to impact student enrollment, and is counterproductive to the City's efforts to revitalize the 3rd Ward.

She stated both instances highlighted a more profound issue concerning the City's approach to conflict resolution. Councilmember Smotherson had every opportunity to facilitate conflict resolution with all of the parties involved, yet he chose to exacerbate the situation by only communicating with and advocating for certain members of his Ward. So, while she will acknowledge that his recent efforts to engage are essential steps in the right direction, his admission that he believed her family has caused persistent problems, and that there were no written procedures requiring him to contact them about these issues, underscores the need for a policy regarding conflict resolution.

Ms. Forgerson stated she appreciates the opportunity to address Council and hopes that consideration will be given to her perspective. In her opinion, there is a need to carefully evaluate the broader implications of the ordinances in question; clarify their intent; recognize the importance of maintaining a welcoming environment for families, and consider internal practices that promote pro-social conflict resolution within the community. She stated effective communication can go a long way in addressing concerns, promoting understanding, and establishing a cohesive living environment for all of the City's residents.

I. COUNCIL COMMENTS

J. PUBLIC HEARINGS

None

K. CONSENT AGENDA - (1 voice vote required)

1. Relocation Assistance – Nobu's Restaurant (6253 Delmar Blvd.)
2. Purchase Replacement Drones
3. Purchase Replacement Portable Radios
4. Municipal Park Grant Round 24 – Millar Park Baseball Field
5. Police Department purchase of camera surveillance equipment to be used in Heman Park and Millar Park

Councilmember Hales moved to approve Items 1 through 5 of the Consent Agenda, it was seconded by Councilmember Smotherson.

Citizen Comments

Patrick Fox, 1309 Purdue, U City, MO

Mr. Fox stated as a member of the Parks Commission he was concerned after reading about surveillance cameras being added to the parks under the Consent Agenda without any communications to this Commission. He stated the Commission considers mundane things like temporary art installations, sign placements, and light bulbs.

So, the fact that this was not given to the Commission for their consideration is a little insulting. Therefore, he would urge Council to table Item No. 5 and allow it to go through the proper channels.

Councilmember Clay stated while the information provided to Council indicates that the current stock of drones is roughly five years old; and perhaps, this is the right time to replace them, he was curious to know if there was a defined cadence for their replacement similar to other capital improvement items? Mr. Rose stated while there are routine replacement periods for all of the City's equipment; which includes drones, when you're dealing with emergency equipment there is a need to make sure that it is going to work when you need it. So, while he is not sure of that timeframe in this instance, he is aware that these replacements include vital technological advances that are currently not available to the department.

Chief Hinson stated technology within their current drones was top-of-the-line five years ago. Now you can buy this same technology off the shelf at Toys R. Us. Five years ago, the use of these drones put U City in the position to be recognized as a leader that was sought after to participate in Mutual Aid. Today, they are not even contacted when Mutual Aid is needed. So, these new drones have the ability to be;

- Cohesive and intermingled;
- Communicate with drones from different departments;
- Allow command staff to be flexible rather than tied to the Command Center;
- Transmit video footage to the Command Center so they can see what's going on;
- Tag targeted structures, weather-related events, or individuals, and send those coordinates directly to dispatch who then can dispatch the right equipment

He stated in this instance, replacements are based on the need for better technological advances rather than a set time.

Councilmember Clay stated while he certainly understands this rationale, for the purpose of budgeting it might be wise to establish some type of timeframe since they represent a significant expense. Chief Hinson stated money was allocated in last year's budget, based on what they were spending on repairs and software updates. So, they are not asking for money that has not already been budgeted for. Councilmember Clay stated while in reality, you could probably upgrade this type of equipment every year, in an attempt to be fiscally prudent, he would recommend a three to four-year timeframe. Chief Hinson stated they constantly keep an eye on the mechanics and technology to project when replacements are needed.

Councilmember Smotherson asked Mr. Rose if he could explain why Item No. 5 was not presented to the Parks Commission? Mr. Rose stated this is the first phase of surveillance cameras being installed throughout the City, which is a public safety item that falls under the authority of the Police Department to minimize criminal activity and ensure the safety of its citizens. So, while he is confident that Chief Hampton or Captain Lemons would be happy to address the Parks Commission and share more details about these cameras, he would not recommend removing this item from tonight's Agenda because of the impact it could have on public safety.

Captain Lemons concurred with Mr. Rose's comments regarding the fact that the installation of cameras falls under the auspices of the Police Department and that a designee from the Police Department would be happy to have a discussion with the Parks Commission, as long as there is an understanding that it will not consist of anything strategic in nature.

Voice vote on Councilmember Hales' motion to approve carried unanimously.

L. CITY MANAGER'S REPORT - (Voice vote on each item as needed)
None

M. UNFINISHED BUSINESS - (Roll call vote required on 2nd and 3rd readings)
None

N. NEW BUSINESS

Resolutions - (Voice vote required)

Resolutions

None

Bills - (No vote required for introduction and 1st reading)

None

O. 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

P. CITIZEN PARTICIPATION - (continued if needed)

Q. COUNCIL COMMENTS

Councilmember Smotherson stated he wanted to make sure everyone understood that his role as a member of Council is to represent residents within the 3rd Ward, not the police or code enforcement officers, who fall under the authority of the City Manager. So, whenever he receives a phone call or an email regarding an issue it is passed on to the City Manager for him to address. Councilmember Smotherson stated over the years, he has found that contacting residents about an issue is a very touchy subject because typically, all you have in front of you is one person's point of view. Therefore, his practice has been to only initiate dialogue with residents about a specific issue when they open the door for him to enter into the conversation. Once that occurs, he is willing to listen and talk to them about any and everything they have a concern about. And while he did state that the camper has been an ongoing issue, his comment should not have been construed as a reference to the homeowners, as it was simply about the camper.

Councilmember Smotherson stated that he agrees with Ms. Forgeron's perspective about the codes not being clear and believes they should be clarified to make sure everyone is on the same page. In fact, he had been unable to find the referenced Ordinance without making several calls. That said; he would like to apologize for the fact that the issue ever reached this point and reiterate that he is open to speaking to anyone who has a question or concern.

Mayor Crow noted that Council had received a notification regarding a ribbon-cutting ceremony for Chase Bank located in the Markets at Olive, and it is nice to see that this development is continuing to expand.

Councilmember Hales moved to close the Regular Session, seconded by Councilmember Fuller, and the motion carried unanimously.

R. ADJOURNMENT

Mayor Crow thanked everyone for their participation and closed the Regular Session at 7:00 p.m.

LaRette Reese
City Clerk, MRCC

From: [Jane & Frank](#)
To: [Terry Crow](#); [Jeff Hales](#); [Steve McMahon](#); [Aleta Klein](#); [Dennis Fuller](#); [Bwayne Smotherson](#); [Stacy Clay](#)
Cc: [Gregory Rose](#); [LaRette Reese](#)
Subject: AGENDA K. 4. Millar Park Baseball Field
Date: Sunday, November 26, 2023 10:15:28 PM

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

PLEASE REMOVE THIS ITEM FROM AGENDA!

I strongly object to the City Manager's proposed spending \$875,000 for U City High School baseball facility instead of modern up to date playgrounds at Rabe and Metcalf Parks. This HS ball field is the School District's responsibility. U City Parks and playgrounds are your responsibility.

Jack Buck baseball facility was constructed at no cost to U City.

Millar Park is the wrong place for this baseball field. In addition to UCity HS it is utilized solely by three out of town organizations. Would any of you like this facility in a neighborhood park near you? How about Flynn or Jackson or Lewis?

Frank Ollendorff

LaRette Reese

From: Jeff Forgerson <fohjeff@yahoo.com>
Sent: Monday, November 27, 2023 11:44 AM
To: LaRette Reese
Cc: biologybyrne@gmail.com
Subject: Fwd: Citizen Participation Comments: Alexandra Forgerson
Attachments: Citizen Participation Comments_ Alexandra Forgerson.docx.pdf

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

Hello Mrs. Reese,

Below is the email my wife sent to speak tonight. Please confirm that you have received this.

Thank you,

Jeff Forgerson
805-405-6026

Begin forwarded message:

From: Alexandra Forgerson <biologybyrne@gmail.com>
Date: November 27, 2023 at 11:19:43 AM CST
To: councilcomments@ucitymo.org
Cc: Jeff Forgerson <fohjeff@yahoo.com>
Subject: Citizen Participation Comments: Alexandra Forgerson

To Whom It May Concern,

Attached are my citizen participation comments for tonight's City Council Meeting. I believe my comments would be considered a non-agenda item.

Thank you for your time and consideration,
Alexandra Forgerson
1457 Forest Green Ct
University City, MO 63130

Alexandra Forgeron
1457 Forest Green Ct
University City, MO 63130
biologybyrne@gmail.com

27th November 2023

Esteemed Members of the City Council, Mayor Crow, and Community,

Thank you for this opportunity to address you today. My name is Alexandra Forgeron, and I am the current resident of 1457 Forest Green Ct. I was motivated to be here after watching the recording of the last City Council meeting in which I heard the comments made by Mr. Boyd and Councilman Smotherson who characterized our presence as an "ongoing issue" within the community. Their comments motivated me to share my perspective, as I believe there is a stark disparity between what you have been told and what is reality.

Mr. Boyd states that his view is "frequently obstructed by the eyesore of a camper parked in the driveway." However, in reality, a camper has only been parked for 6 out of the 331 days this year. I want to emphasize that neither Mr. Boyd, Mrs. Jones, nor Councilman Smotherson has raised any concerns with us regarding the camper. In fact, Mrs. Riola Boyd had a conversation with my husband about the camper, expressing how wonderful it was for our young family. She even shared memories of having a camper in her youth. This would have been the perfect opportunity for the Boyd Family to express their concerns.

Shifting to a broader perspective, for the past four years, my family has diligently adhered to the rules and regulations provided by Code Enforcement (see Figure 1). As I mentioned earlier, a camper has been on site for less than 3.3% of the time allotted within this ordinance.

Out of courtesy for my neighbors, I have made a conscious effort to minimize any impact by keeping the camper in the driveway for less than 24 hours at a time (for only loading/unloading and cleaning purposes).

I want to express my sincere sadness for any racial inequity and disparities that may have occurred in the past. I also want to emphasize that there has never been any intention on my part to flaunt privilege or disregard the directives of local authorities. My family has only been operating upon the policies provided to us.

On Tuesday, November 21, my parents, Jean Peters and Richard Byrne met with Police Chief Hampton to discuss the short-term parking of travel-trailers. My parents reported that it was a very friendly and productive meeting. However, the chief also shared with us an ordinance that the City Council has been operating upon (see Figure 2). I wanted to respectfully bring up concerns I have related to this ordinance.

First, the language in this ordinance implies restrictions on parking any vehicle in my driveway; it would logically extend to include regular cars. This interpretation seems counterintuitive to the ordinary use of private driveways. Additionally, if this ordinance is truly to be interpreted that no campers are to be parked in UCity, I would argue that the severity of this regulation appears to be disproportionate when compared to other local municipalities. Notably, even Clayton allows a 24-hour window for loading and unloading activities.

My second reservation is related to public accessibility. Despite my persistent efforts, I have been unable to find the exact ordinance or receive guidance on where to locate it (as Police Chief Hampton was also unable to locate this specific ordinance on the UCity ordinance website). If you take a look at Figure 3, you will see that neither the ordinance number or keywording corresponds to any ordinance on the website.

I kindly request the City Council's assistance in clarifying and providing the specific details of this ordinance. Transparency and accessibility to legal information are vital components of a fair and just community, and it is in the best interest of all residents and businesses to have clear access to the laws that govern us.

Play Equipment:

Furthermore, I'd like to draw attention to another relevant matter close to home – my daughters' well-maintained play equipment in our front yard. What's worth noting is that not a single neighbor has voiced any complaint about the play equipment to us until the unexpected visit from code enforcement.

If you drive around UCity, regardless of ward, you will see swings, hammocks, children's tables, firepits, and more in the front yards of homes. These outdoor features suggest a community where families prioritize creating inviting and recreational spaces for their members, especially children.

Recognizing the significance of a family-friendly environment for attracting and retaining young families is crucial. Children's toys contribute to their development, fostering creativity, social interaction, and overall well-being. Families are vital to any community, providing continuity and contributing significantly to the local economy and social fabric.

Imposing excessively strict laws on children's toys risks alienating young families seeking a nurturing environment. This could be counterproductive, especially considering UCity's efforts to revitalize the 3rd ward, with recent additions like Costco and Chick-fil-A. Overly stringent regulations, such as those affecting play equipment in yards, might impede the city's progress and potentially decrease student enrollment in our public schools.

All the aforementioned concerns are tied to ordinances, yet they collectively highlight a more profound issue concerning the city's approach to conflict resolution. Councilman Smotherson had the opportunity to facilitate conflict resolution by engaging with both parties, but instead, he

further exacerbated the situation by only communicating with and advocating for certain members of his ward. It's worth noting that, subsequent to the submission of my letter, Councilman Smotherson contacted us. However, he explained that the reason for his previous lack of contact was that he did not feel obligated to do so, citing the absence of a written procedure requiring him to engage in direct communication with us. I believe his remarks, stating that this has been a persistent issue for years, justify the need for a sensible approach to reach out to the individuals involved in these complaints. A straightforward conversation would have provided the councilman with crucial context and an additional, significant perspective on the situation. I want to acknowledge Councilman Smotherson's recent effort to engage in a conversation with us about the play equipment. I value these essential steps in the right direction.

I appreciate the opportunity to address the council today. I urge you to consider my perspective and the need for clarification on the camper ordinance. I hope the council will carefully evaluate the broader implications of the ordinances in question and recognize the importance of maintaining a welcoming environment for families.

Furthermore, I also want to urge the council to consider internal practices that promote prosocial conflict resolution within our community. Effective communication and understanding can go a long way in addressing concerns and promoting a cohesive living environment for all residents. I thank you for your time and consideration,

Alexandra Forgeron
1457 Forest Green Ct
University City, MO
63130

Figure 1: City Ordinance provided to us by Code Enforcement Section 410.18

Section 410.180 Recreational Vehicles.

[R.O. 2011 §15.16.190; Ord. No. 6495 §1 (part), 2004]

A. Require that recreational vehicles placed on sites within all unnumbered and numbered A Zones and AE zones on the community's Flood Insurance Rate Map either:

1. Be on the site for fewer than one hundred eighty (180) consecutive days;
2. Be fully licensed and ready for highway use*; or
3. Meet the permitting, elevation, and the anchoring requirements for manufactured homes of this Chapter.

* A recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices, and has no permanently attached additions.

Figure 2: Documentation shared with us from Chief Hampton via email on November 20, 2023 at 6:39 PM CST. This was the ordinance referenced for the ticket reissued on Wednesday, November 13th. The image was directly downloaded from his email.

240.010 - 301.10	240.010 - 302.10	Parking On Property Zoned Residential	<p>Parking on Property Zoned Residential. It shall be unlawful for any person to park or allow to be parked any vehicle, boat, trailer or camper for any period of time closer than the front residential facade, and the street unless the area used for parking the vehicle, boat, trailer or camper is an improved surface approved by the City.</p> <p>1. Parking of a vehicle, boat, trailer or camper behind the front of the residence. In the side yard, is prohibited on property less than 14,520 Square Feet in size.</p> <p>2. Parking of a vehicle, boat, trailer or camper behind the front of the residence. In the rear yard, is permitted if a minimum five (5) foot clearance is maintained from the vehicle, boat, trailer or camper to the side or rear property line of the residence.</p>	Park vehicle in compliance with the code	1-10
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Figure 3: Documentation of Section 240.010-302.10 missing from University City Ordinance Website

The screenshot displays the University City website interface. At the top, there is a navigation bar with 'Home' and 'Help' links, and a search bar containing the text 'parking on property zoned residential'. Below the navigation bar, the main content area is partially obscured by a search overlay. The overlay shows 'All Results (0)' and 'Search Results' for the query 'parking on property zoned residential'. The search results are empty, and the page content is partially obscured by a search overlay.

The search results section shows:

- All Results (0)
- Code (0)
- New Laws (0)
- Public Documents (0)
- Notes (0)

The search results section shows:

- Search Results
- Related searches: off-street parking(68) permits parking(6) offstreet loading(1)
- No results found...

The page content is partially obscured by a search overlay. The visible content includes:

- University City, MO / Public Health, Safety and Welfare
- Chapter 240 Property Maintenance Code
- Result 1 of 2 240.010 (Return to Results) (Clear Search)
- Section 240.020 Additions, Insertions, Deletions and Amendments.
- Section 240.010 Adoption.
- [Ord. No. 6932 §1, 10-28-2013^[1]]
- The International Property Maintenance Code, 2012 Edition, and Appendix A, as published by the International Code Council, Inc., one (1) copy of which was on file in the office of the City Clerk for a period of ninety (90) days prior to the adoption of this Chapter and available for public use, inspection and examination, and a copy of which is attached hereto and incorporated by this reference as if fully set forth herein, is hereby adopted as the Property Maintenance Code of the City of University City, Missouri, subject to the amendments, additions, insertions, deletions and changes set out in Section 240.020 of this Chapter.
- [1] Editor's Note: Section 1 of this ordinance repealed former Ch. 240, Property Maintenance Code, as adopted and amended by R.O. 2011 §§8.28.010—8.28.020; Ord. No. 6781 §1, 4-20-2009]
- Section 240.020 Additions, Insertions, Deletions and Amendments.
- [Ord. No. 6932 §1, 10-28-2013]
- A. The following numbered Sections and Subsections of the International Property Maintenance Code, 2012 Edition, and Appendix A as published by the International Code Council, Inc., are hereby amended by additions, insertions, deletions and changes so that such Sections and Subsections shall read as follows:
- 1. (Chapter 1 - Scope and Administration) - (SECTION 101 GENERAL)
- 101.1 Title. These regulations shall be known as the "Property Maintenance Code of the City of

The page content is partially obscured by a search overlay. The visible content includes:

- University City, Missouri
- Home
- Help
- Search bar containing the text "improved surface"
- All Results (0)
- Search Results
- No results found...
- Code (0)
- New Laws (0)
- Public Documents (0)
- Notes (0)

**CITY OF UNIVERSITY CITY COUNCIL MEETING
AGENDA ITEM**



NUMBER: <i>For City Clerk Use</i>	PH20231211-01
---	----------------------

SUBJECT/TITLE: Liquor License for Wallis Petroleum LC (On the Run) - 7360 Forsyth Blvd 63105			
PREPARED BY: Keith Cole - Director of Finance		DEPARTMENT / WARD Finance / All	
AGENDA SECTION:	Public Hearing	CAN ITEM BE RESCHEDULED?	Yes
CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: N/A			
FISCAL IMPACT: None			
AMOUNT:	N/A	ACCOUNT No.:	N/A
FROM FUND:	N/A	TO FUND:	N/A
EXPLANATION: Wallis Petroleum LC (On the Run) has applied for Intoxicating Liquor Not More Than 22%, by the Package, Retail liquor license, including Sunday Liquor License.			

STAFF COMMENTS AND BACKGROUND INFORMATION: The Applicant / Managing Officer is Rachel Andreasson. A background check / investigation by the Police Department revealed no disqualifying information. Department Approval has been granted from all necessary departments. Since the application is by the package, retail, the five recommendations from University City citizens are not required. Petition from business owners within a radius of 200 feet is not required due to applying by package, retail. A current Certificate of No Sales Tax Due issued by the Missouri Department of Revenue was received relative to the business. 2022 personal property tax record for the applicant indicates payment of taxes. Current voter registration documentation for the applicant was provided.
--

CIP No.	
RELATED ITEMS / ATTACHMENTS: N/A	

LIST CITY COUNCIL GOALS (S): N/A			
RESPECTFULLY SUBMITTED:	City Manager, Gregory Rose	MEETING DATE:	December 11, 2023

**CITY OF UNIVERSITY CITY COUNCIL MEETING
AGENDA ITEM**



NUMBER: <i>For City Clerk Use</i>	CA20231211-01
---	----------------------

SUBJECT/TITLE: Liquor License for Wallis Petroleum LC (On the Run) - 7360 Forsyth Blvd 63105			
PREPARED BY: Keith Cole - Director of Finance		DEPARTMENT / WARD Finance / All	
AGENDA SECTION:	Consent Item	CAN ITEM BE RESCHEDULED?	Yes
CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: City Manager recommends the approval of the Liquor License			
FISCAL IMPACT: Liquor License fee - \$375			
AMOUNT:	N/A	ACCOUNT No.:	N/A
FROM FUND:	N/A	TO FUND:	N/A
EXPLANATION: Wallis Petroleum LC (On the Run) has applied for Intoxicating Liquor Not More Than 22%, by the Package, Retail liquor license, including Sunday Liquor License.			

STAFF COMMENTS AND BACKGROUND INFORMATION:
The Applicant / Managing Officer is Rachel Andreasson. A background check / investigation by the Police Department revealed no disqualifying information. Department Approval has been granted from all necessary departments. Since the application is by the package, retail, the five recommendations from University City citizens are not required. Petition from business owners within a radius of 200 feet is not required due to applying by package, retail. A current Certificate of No Sales Tax Due issued by the Missouri Department of Revenue was received relative to the business. 2022 personal property tax record for the applicant indicates payment of taxes. Current voter registration documentation for the applicant was provided.

CIP No.	
RELATED ITEMS / ATTACHMENTS: 1. Application for Liquor License 2. Inter-Office Memorandum Report from the Police Department	

LIST CITY COUNCIL GOALS (5): Prudent Fiscal Management	
RESPECTFULLY SUBMITTED:	City Manager, Gregory Rose
MEETING DATE:	December 11, 2023



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 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 checked="" type="checkbox"/> | 12- | Intoxicating liquor not more than 22%, by the package, retail | 75.00 |
| | 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

Wallis Petroleum LC

- Sole Owner
- Partnership
- Corporation
- Limited Liability Company

B. DESCRIPTION OF PREMISES AND ADDRESS:

DESCRIPTION: Convenience Store

ADDRESS: 7360 Forsyth Blvd, St. Louis, MO 63105

HOURS OF OPERATION: 24 hours

C. PHONE:

573-885-2277

Corp Office

II. MANAGING OFFICER:

A. NAME: (LAST) Andreasson (FIRST) Rachel (MIDDLE INITIAL) W

B. ADDRESS, CITY & ZIP CODE: 1466 Watson Road, Sullivan, MO 63080 C. PHONE: 573-241-7700

D. DATE OF BIRTH: F. BUSINESS PHONE: (IF DIFFERENT FROM ABOVE) 573-885-2277 Corp Office

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

H. F FOREIGN BORN, PLEASE STATE COUNTRY, PLACE AND STATE OF NATURALIZATION: N/A

I. MISSOURI RESIDENT SINCE: (MONTH & YR) 07/1969 K. TOWNSHIP: Boone L. COUNTY: Crawford

M. CURRENT BUSINESS OR OCCUPATION OF APPLICANT: Managing Officer for Wallis Petroleum LC, Arch Energy LC and Wallis Oil Company

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)

See attached page

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)

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)

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

Individual Members of Wallis Petroleum LC

Name	Title	Address	Email Address	Birth Date
Martial Trust U/T/A dated December 17, 1998 Charles W. Wallis Grantor Lynn Rae Wallis Trustee	Member	106 E. Washington Cuba, MO 65453 573-885-2277		
Lynn Rae Wallis	Member	106 E. Washington Cuba, MO 65453 cell 573-241-7712	lynn.wallis@wallisco.com	
Rachel Wallis Andreasson	Member	1466 Watson Sullivan, MO 63080 573-468-8467 cell 573-241-7700	rachel.andreasson@wallisco.com	
Jason Alan Wallis	Member	78 Fair Oaks Dr Ladue, MO 63124 636-536-9679	jason.wallis@wallisco.com	
Chad Edward Wallis	Member	1913 Wilson Ave Chesterfield, MO 63005 636-536-0046	chad.wallis@wallisco.com	
Adam Hyatt Wallis	Member	1917 Wilson Ave Chesterfield, MO 63005 636-587-9998	adam.wallis@wallisco.com	

Arch	B	3	OTR	BP	Y	538	38 - OTWC	102A Delores Drive	Fenton	63026	(636) 496-7350 FS (636) 496-7360
Arch	A	4	OTR	Mobil	N	602		1789 Clarkson Rd.	Chesterfield	63017	(636) 532-2144
Arch	B	3	OTR	Mobil	Y	608		1266 Dougherty Ferry Rd.	Valley Park	63088	(636) 825-4000
Arch	B	1	OTR	Mobil	Y	609		16509 Old Manchester Rd.	Grover	63040	(636) 458-1809
Arch	B	4	OTR	Mobil	Y	610	61 - OTWC 725	11109 Olive Blvd.	Creve Coeur	63141	(314) 993-3476
Arch	B	2	OTR	Mobil	Y	613		5840 South Lindbergh Blvd.	St. Louis	63123	(314) 849-0229
Arch	B	5	OTR	Mobil	Y	616		203 Mid Rivers Dr.	St. Peters	63376	(636) 397-1755
Arch	B	5	OTR	Mobil	Y	621		6191 Mid Rivers Mall Dr.	St. Peters	63304	(636) 928-1137
Arch	B	3	OTR	Mobil	Y	624		9950 Big Bend Blvd.	St. Louis	63126	(314) 966-6506
Arch	C	3	OTR	Mobil	Y	625		1000 Bowles Ave.	Fenton	63026	(636) 717-0772
Arch	A	4	OTR	Mobil	Y	627		1401 South 5th Street	St. Charles	63301	(636) 947-6388
Arch	B	5	OTR	Mobil	Y	629		4501 Hwy K	O'Fallon	63368	(636) 300-8208
Arch	A	5	OTR	Mobil	Y	630		1325 N. Main	O'Fallon	63366	(636) 978-3540
Arch	B	5	OTR	Mobil	Y	1619	91 - OTWC	42 W. Hwy N	Wentzville	63385	(636) 332-1164
Arch	B	2	OTR	Mobil	Y	1620		1111 Main Street	Imperial	63052	(636) 464-9797
Arch	A	3	OTR	Mobil	N	230		11152 Manchester Rd.	Kirkwood	63122	(314) 287-6446
Arch	B	4	OTR	Mobil	Y	506		8566 St. Charles Rock Rd.	Charlack	63114	(314) 423-9429
Arch	B	4	OTR	Mobil	Y	611		4132 North Highway 87	St. Louis	63034	(314) 741-4844
Arch	A	4	OTR	Mobil	Y	614	14-Wash	9371 Olive Rd.	Olivette	63132	(314) 993-4183
Arch	A	4	OTR	Mobil	Y	622		13553 Riverport Dr.	Maryland Hts.	63043	(314) 344-1970
Arch	B	3	OTR	Mobil	N	633		2120 South Brentwood Blvd.	Brentwood	63144	(314) 961-7957
Arch			OTR			635		701 Caledonia Drive	O'Fallon	63368	
Petro	A	2	OTR	Mobil	Y	300		620 South Truman Rd.	Festus	63028	(636) 931-0469
Petro	D	3	OTR	Mobil	Y	307		260 Vance Rd.	Valley Park	63088	(636) 861-1188
Petro	A	2	OTR	Mobil	Y	325		1632 Highway Z	Pevely	63070	(636) 479-6048
Petro		1	OTR	Mobil	Y	345	45 - OTWC	1445 North Main	St. Clair	63077	(636) 629-2222
Petro	C	4	Mart	BP	N	350		300 Hwy 109	Chesterfield	63005	(636) 778-9126
Petro	B	4	OTR	BP	N	365		10500 Natural Bridge Rd	Edmundson	63134	(314) 736-6839
Petro	A	5	DCG	P66	N	501	8	102 McDonald Lane	O'Fallon	63366	(636) 978-7431
Petro	B	2	DCG	P66	Y	503	25	413 North State St.	Desloge	63601	(573) 518-1910
Petro	C	4	DCG	P66	N	504	28	15221 Manchester Rd.	Ballwin	63011	(636) 227-4559
Petro	B	1	OTR	Mobil	N	506	56 - OTWC	3628 West Osage St.	Gray Summit	63039	(636) 451-3122
Petro	C	1	DC	P66	N	507	207	2673 Hwy. 100	Gray Summit	63039	(636) 451-2517
Petro	B	1	OTR	Mobil	N	508	58 - OTWC	7005 Old Highway 30	Cedar Hill	63016	(636) 274-3119
Petro	A	2	OTR	Mobil	Y	511	217	6161 Telegraph Rd.	Oakville	63129	(314) 846-4459
Petro	A	2	OTR	Mobil	Y	514	224	3611 West Outer Road	Arnold	63010	(636) 282-9495
Petro		5	OTR	Mobil	Y	515	225	1235 Wentzville Parkway	Wentzville	63385	(636) 332-6380
Petro		5	OTR	Mobil	Y	516	226	879 Bryan Road	O'Fallon	63366	(636) 409-1095
Petro	A	5	OTR	Mobil	Y	517	227	1197 Hwy. Z	Wentzville	63385	(636) 887-4070

LLH Other
Item 0
Page 3

Petro	A	2	OTR	Mobil	Y	518	228	1727 Catlin Drive	Barnhart	63012	(636) 464-3434
Petro	A	3	OTR	Mobil	Y	521	231	3225 Hampton Ave.	St. Louis	63139	(314) 644-4491
Petro	A	3	OTR	Mobil	Y	522	232	9401 Manchester Rd.	Rock Hill	63119	(314) 963-0232
Petro	D	4	OTR	Mobil	Y	523	233	14807 Manchester Rd.	Ballwin	63011	(636) 527-2121
Petro	A	3	DC		N	524	1	1119B Gravois Road	Fenton	63026	(636) 349-7710
Petro	A	2	DC		N	525	2	4359 Telegraph Road	Oakville	63129	(314) 845-7709
Petro	A	4	DC		N	526	3	1401 Dunn Rd.	St. Louis	63138	(314) 869-7409
Petro	A	4	DC		N	528	6	13898 Highway 67 North	West Alton	63386	(636) 899-1779
Petro	B	5	DC		N	531	27	205 Huck Finn Shopping Center	Hannibal	63401	(573) 221-2222
Petro	A	2	DCG	P66	N	533	5	8445 Gravois Rd.	Affton	63123	(314) 351-7714
Petro	B	5	DCG	P66	N	534	11	1495 Kisker Rd.	St. Charles	63304	(636) 477-7774
Petro	A	5	OTR	Mobil	Y	535	230	2311 Upper Bottom Rd.	St. Charles	63303	(636) 498-0230
Petro	A	2	DC		N	536	26	420 South Kingshighway	Cape Girardeau	63701	(573) 334-3775
Petro	C	4	OTR	Mobil	Y	607		9403 Page Ave.	Overland	63132	(314) 262-7082
WO	A	1	OTR	Mobil	Y	40	41 - OTWC	102 Truman Dr.	Cuba	65453	(573) 885-3804 FS (573) 677-4205
WO	A	1	OTR	Mobil	Y	60	16 - OTWC	214 W. Pine	Bourbon	65441	(573) 732-4286 FS (573) 732-4205
WO	B	1	OTR	Mobil	N	100	27 - OTWC	510 W. Main St.	Steelville	65565	(573) 775-2499 FS (573) 775-2011
WO	B	1	OTR	Mobil	Y	120		1710 N. Bishop Ave.	Rolla	65401	(573) 364-5404
WO	B	1	OTR	Mobil	Y	140		101 State Road B	St. James	65559	(573) 265-8070
WO	B	1	OTR	Mobil	Y	250		122 St. Robert Blvd.	St. Robert	65584	(573) 336-5853
WO	D	1	Mart	Mobil	Y	401		1815 West Osage	Pacific	63069	(636) 257-5077
WO	B	1	DCG	Mobil	N	402		771 North Service Rd. West	Sullivan	63080	(573) 468-3380
WO	A	2	OTR	Mobil	Y	519	229	1000 North Route #3	Waterloo IL	62298	(618) 939-8995
WO	B	1	DC	Mobil	N	1150		1103 S. Main Street	Salem	65560	(573) 729-8216

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

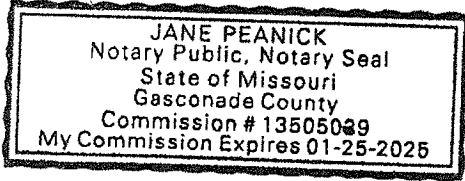
Comes now Rachel W. Andreasson of lawful age, being first duly sworn upon oath, deposes and says that he or she: (1) is the sole proprietor, corporate officer, managing partner, or managing officer of the business applying for this license, (2) is authorized to make this application, (3) has read this 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.

[Handwritten Signature]
SIGNATURE OF APPLICANT/MANAGING OFFICER

SUBSCRIBED AND SWORN TO BEFORE ME ON THIS DAY 25th OF October 2023

NOTARY PUBLIC *[Handwritten Signature]*

MY COMMISSION EXPIRES: 12-5-2025



THIS SECTION FOR CITY USE ONLY

APPROVALS:

Police Chief _____	Date: _____
Comments: _____	
Community Development _____	Date: _____
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) Andreasson	(FIRST) Rachel	(MIDDLE INITIAL) W
---	-------------------	-----------------------

B. BUSINESS NAME: Wallis Petroleum LC	PHONE NUMBER: 573-241-7700
--	-------------------------------

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.

Signature of Applicant 
Title of Applicant *Managing Officer*
Date *10-25-23*

V. RECOMMENDATIONS- COMPLETE IF APPLYING FOR LICENSE TYPE 2, 10, OR 11

Five recommendations are required for Applicants petitioning for a license to sell intoxicating liquor by the drink at retail under section 600.060 of University City Municipal Code.

Each of the following recommendations is to be filled in and signed by a credible resident citizen of University City, vouching for the character of the applicant.

1) Date: _____ Na me: _____
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: _____

2) Date: _____ Na me: _____
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: _____ Na me: _____
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: _____ Na me: _____
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: _____ Na me: _____
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:

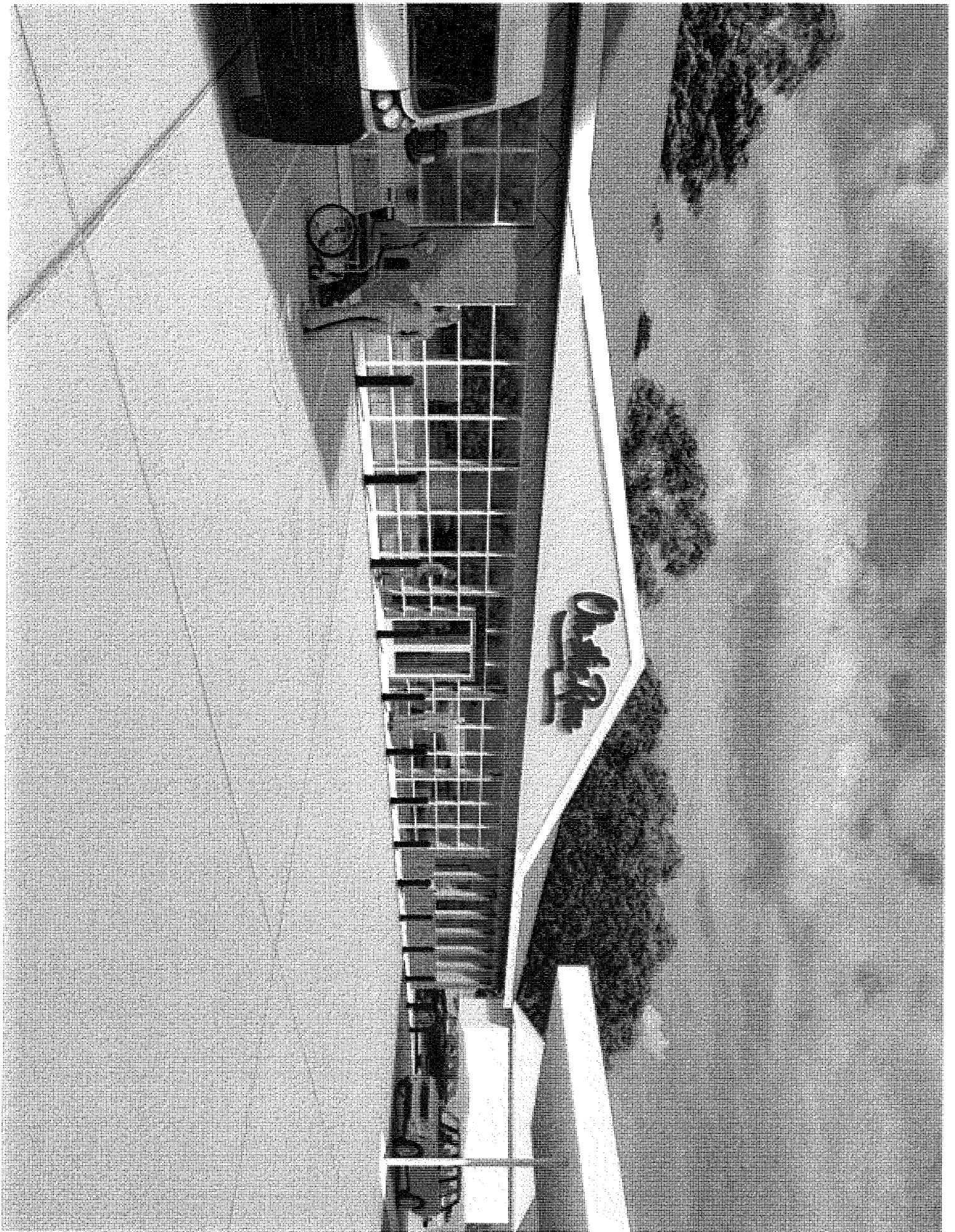
NAME

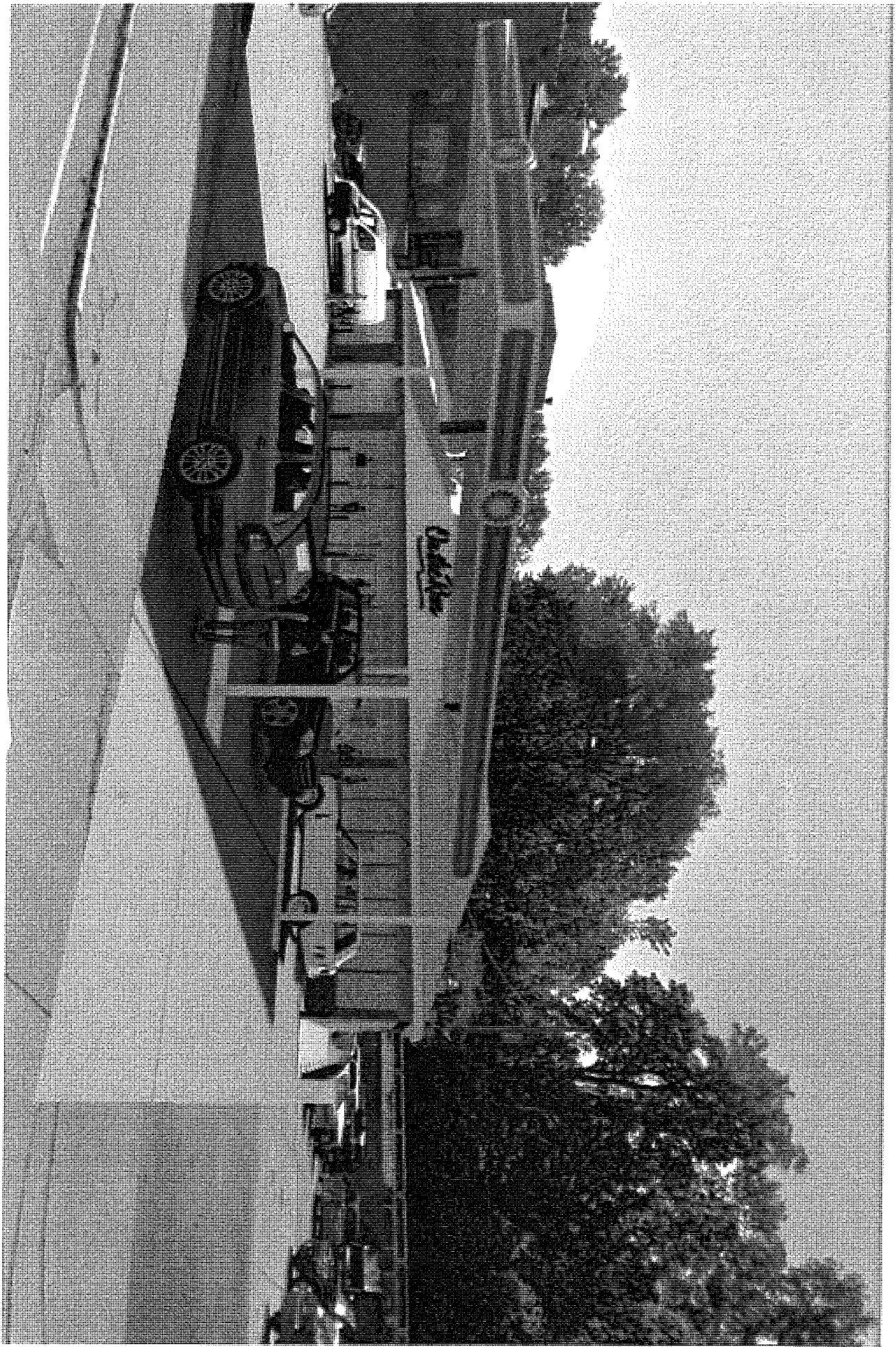
ADDRESS

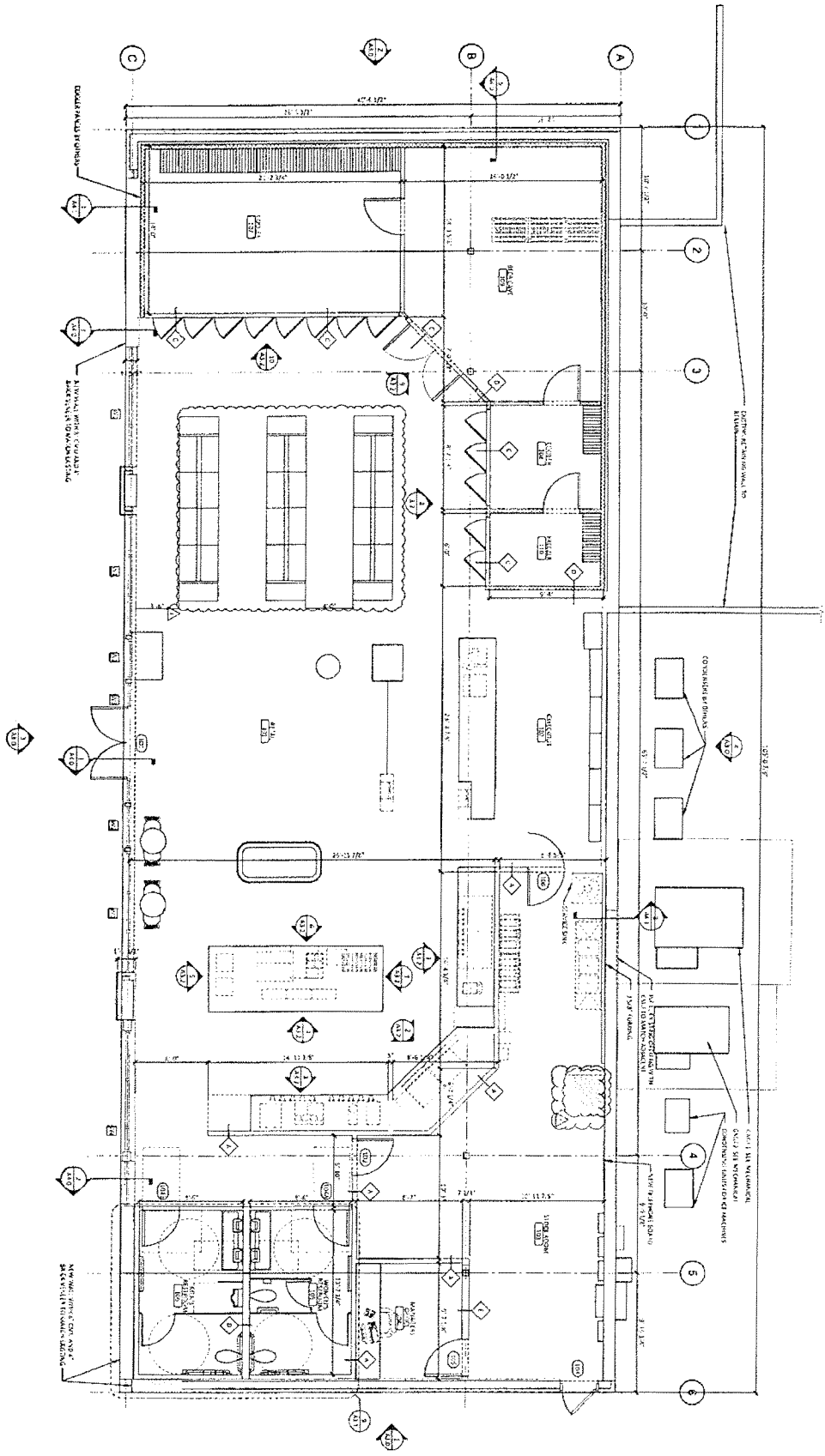
(Attach additional sheet if necessary)

Location Description

A tract of land being the north 113 feet of Lot 2 and all of Lots 3,4,5 and 6 in block 9 or Northmoor Park Addition, St. Louis County, Missouri with the physical address of 7360 Forsyth Boulevard, University City, MO 63105, and total site area of 28,829 square feet. The business will operate as a retail convenience store branded as On the Run with Mobil branded gasoline and diesel product offerings. The building is 4,278 total square feet with one entrance/exit located front center of the building to include a police substation, public restrooms, and 18 parking spaces. Inside merchandise sale will include convenience items such as tobacco, beer and wine, soft drinks, sweet and salty snacks, along with other food items and essential offerings. Operating hours will be 24 hours per day, seven days per week.







NOTE LEGEND

	NOTE
	WALL
	PARTITION
	DOOR
	WINDOW
	STAIR
	ELEVATION
	SECTION
	DETAIL

CONF. DOC. & REVISIONS

No.	Description	Date
1	CODE RESPONSE 2/ADDITIONUM 1	04/13/23
2		7/2/23
3		7/2/23
4		7/2/23
5		7/2/23
6		7/2/23
7		7/2/23
8		7/2/23
9		7/2/23
10		7/2/23

wallis ON THE RUN
COMPANIES 7360 FORSYTH BLVD
UNIVERSITY CITY MO, 63105

CASCO

A1.1

FLOOR PLAN

DESIGN & CHECKED BY: JAYSON
PROJECT NUMBER: 210242
DATE: 01/15/23
SCALE: 1/8" = 1'-0"

TAXATION DIVISION
PO BOX 3666
JEFFERSON CITY, MO 65105-3666



Missouri
DEPARTMENT OF REVENUE

Telephone: 573-751-9268
Fax: 573-522-1265
E-mail: taxclearance@dor.mo.gov

WALLIS PETROLEUM LC
106 E WASHINGTON ST
CUBA, MO 65453-1827

DATE: 10/10/2023
VALID THROUGH: 01/08/2024
ST LOUIS

CERTIFICATE OF NO TAX DUE

MISSOURI ID: 17415071
Notice Number 2043191173

To Whom It May Concern: The Department of Revenue, State of Missouri, certifies the above listed taxpayer has filed all required returns and paid all sales or withholding tax due, including penalties and interest, and does not owe any sales and withholding tax, as of October 9, 2023. This review does not include returns that are not required to be filed as of this date or that have been filed but not yet processed by the Department.

This statement only applies to sales and withholding tax due and is not to be construed as limiting the authority of the Director of Revenue to assess, or pursue collection of liabilities resulting from final litigation, default in payment of any installment agreement entered into with the Director of Revenue, any successor liability that may become due in the future, or audits or reviews of the taxpayer's records as provided by law.

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

TAXATION DIVISION



Inter-office Memo



Date: 12/04/23

TO: Colonel Hampton, Chief of Police
FROM: Lieutenant Isenberg
SUBJECT: 7360 Forsyth (Liquor License Application)
CC:

Business

Wallis Petroleum (On the Run)
7360 Forsyth
University City, MO 63105

Applicant

Rachel Andreasson
1466 Watson Rd.
Sullivan, MO 63080
573-241-7700

Sir,

I have reviewed the findings of the investigation completed by Detective Jesse Novotney concerning the liquor license application submitted by Rachel Andreasson, for Wallis Petroleum (On the Run), located at 7360 Forsyth, University City, MO 63105. Det. Novotney's investigation was thorough and revealed no cause for a denial for a City of University Liquor License as applied for by Rachel Andreasson.

Respectfully Submitted,

Lt. Isenberg, #440

Final Approval:

Col. Larry Hampton, Chief of Police

**CITY OF UNIVERSITY CITY COUNCIL MEETING
AGENDA ITEM**



NUMBER: <i>For City Clerk Use</i>	CA20231211-02
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SUBJECT/TITLE: Barracuda Agreement			
PREPARED BY: Brooke A. Smith		DEPARTMENT / WARD IT	
AGENDA SECTION:	Consent	CAN ITEM BE RESCHEDULED?	No
CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: City Manager recommends approval.			
FISCAL IMPACT: The IT Budget for Technology Services will be reduced by \$22,568.50 annually			
AMOUNT:	\$22,568.50 annually	ACCOUNT No.:	01-18-11 6560
FROM FUND:	Technology Services	TO FUND:	Technology Services
EXPLANATION: Barracuda is the city's email retention and spam filtering software. The cost is \$22,568.50 annually. (\$112,842.50 for the five-year term of the contract).			

STAFF COMMENTS AND BACKGROUND INFORMATION: This agenda item asks the Council to approve a five (5) year software support agreement with Tech Electronics for our Barracuda software. This will cover 248 total mailboxes and provides email protection, forensics and incident response, and email retention. The cost is \$22,568.50 annually, \$112,842.50 for the five year term of the contract.
--

CIP No.	
RELATED ITEMS / ATTACHMENTS: Barracuda Software Agreement	

LIST CITY COUNCIL GOALS (S): Prudent Fiscal Management			
RESPECTFULLY SUBMITTED:	City Manager, Gregroy Rose	MEETING DATE:	December 11, 2024



The Power of Connection and Protection

Software Support Agreement

CUSTOMER

City of University City
6801 Delmar Blvd.
St. Louis, MO 63130

TECH ELECTRONICS

Tech Electronics
6437 Manchester Avenue
St. Louis, MO 63139

Contract No: CT2311150007

Expiration Date: 11/16/2028

Contract Term: 5 year(s)

Sales Rep: Safija Perotti

Phone No: 314-951-7714

Fax No: 314-951-6714

Email: safija.perotti@techelectronics.com

Site ID/Name	Address	System Model	System Serial Number
UNIV022 City of University City	6801 Delmar Blvd. St. Louis, MO 63130	Data Network	PJ0605050001-1 PJ0508310002-3 SC2102110001

INVESTMENT SUMMARY

<u>Description of Service</u>	<u>Product #</u>	<u>Quantity</u>	<u>Annual Price</u>
Barracuda Services – Coverage 2023 through 2028	Barracuda - Total Email Protection, Forensics & Incident Response and Email Retention	(248) Mailboxes	\$22,568.50



The Power of Connection and Protection

SCOPE OF SERVICES

Summary of Services:

This Support Plan (SUSP) agreement only applies to the Barracuda Services listed below and will cover (248) total mailboxes.

- Total Email Protection
- Forensics & Incident Response
- Email Retention

There are no labor services covered under this agreement. Any labor required for support or changed to the Barracuda support plan will be charged time and material.

Software Support Agreement

This Service Agreement (this "Agreement") is made by and between Tech Electronics, a MO corporation ("TE") and Customer ("Customer").

CUSTOMER ACCEPTANCE: In accepting this agreement, Customer agrees to the terms and conditions and any attachments or riders attached hereto that contain additional terms and conditions. This Quote, and the goods and services to be provided by Tech Electronics Inc. hereunder, are subject to the [standard terms and conditions located here](#) as they exist on the date of this Quote or the date of any renewal of the term of the Agreement. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing.

CUSTOMER	TECH ELECTRONICS
By (signature): _____	By (signature): _____
Name (print): <u>Gregory Rose</u>	Name (print): <u>Sean Devereaux</u>
Title: <u>City Manager</u>	Title: <u>VP of Sales</u>
Date: <u>11/21/2023</u>	Date: _____

**CITY OF UNIVERSITY CITY COUNCIL MEETING
AGENDA ITEM**



NUMBER: <i>For City Clerk Use</i>	CA20231211-03
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SUBJECT/TITLE: EDRST Funding Request - LSB			
PREPARED BY: Brooke A. Smith		DEPARTMENT / WARD Economic Development	
AGENDA SECTION:	Consent	CAN ITEM BE RESCHEDULED?	No
CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: City Manager recommends approval			
FISCAL IMPACT: The EDRST Fund will be reduced by \$275,000			
AMOUNT:	\$275,000	ACCOUNT No.:	11.45.78.6040
FROM FUND:	Events and Receptions	TO FUND:	Events and Receptions
EXPLANATION: LSBD received funding annually from the EDRST fund for their various events in the Loop.			

STAFF COMMENTS AND BACKGROUND INFORMATION: At it's May 2, 2023 meeting, the EDRST Board voted to allocate \$275,000 for the LSB Events for fiscal year 2024, pending the submission of a line-item budget. LSB has submitted its line-item budget for FY24, which is attached for review.

CIP No.	
RELATED ITEMS / ATTACHMENTS: LSBD FY24 Proposed Budget for Events	

LIST CITY COUNCIL GOALS (5): Economic Development			
RESPECTFULLY SUBMITTED:	City Manager, Gregroy Rose	MEETING DATE:	December 11, 2023

Howl-o-ween	\$18,064.25		
Entertainment	\$6,329.92		
Supplies	\$1,926.05		
Prizes	\$1,750.00		
Advertising	\$3,353.28		
Contracted Labor	\$1,205.00	Total	\$277,458.19
Admin Costs	\$3,500.00		
Small Business Saturday	\$23,373.94		
Entertainment	\$2,200.00		
Supplies	\$173.94		
Giveaway	\$8,000.00		
Advertising	\$8,500.00		
Security	\$0.00		
Cleanup	\$0.00		
Admin Costs	\$4,500.00		
Loop Ice Carnival 24	\$70,090.00		
Entertainment	\$15,400.00		
Supplies	\$5,840.00		
Ice Creations	\$26,750.00		
Advertising	\$5,200.00		
Security	\$1,000.00		
Cleanup	\$1,900.00		
Admin Costs	\$14,000.00		
Restaurant Week	\$45,080.00		
Supplies	\$2,000.00		
Advertising	\$34,080.00		
Admin Costs	\$9,000.00		
Loop in Motion	\$35,000.00		
Entertainment	\$17,500.00		
Supplies	\$300.00		
Logistical Setup	\$3,900.00		
Advertising	\$5,300.00		
Security	\$1,000.00		
Admin Costs	\$7,000.00		
Mural Festival	\$65,850.00		
Supplies	\$7,800.00		
Hosting	\$35,100.00		
Advertising	\$4,500.00		
Security	\$4,800.00		
Cleanup	\$650.00		
Admin Costs	\$13,000.00		

Juneteenth	\$20,000.00
Entertainment	\$9,500.00
Supplies	\$300.00
Logistical Setup	\$1,900.00
Advertising	\$3,300.00
Security	\$1,000.00
Admin Costs	\$4,000.00

**CITY OF UNIVERSITY CITY COUNCIL MEETING
AGENDA ITEM**



NUMBER: <i>For City Clerk Use</i>	CA20231211-04
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SUBJECT/TITLE: Scanning Project - HR Files			
PREPARED BY: Amy Williams		DEPARTMENT / WARD Human Resources	
AGENDA SECTION:	Consent	CAN ITEM BE RESCHEDULED?	yes
CITY MANAGER'S RECOMMENDATION OR RECOMMENDED MOTION: In the continued effort to go digital, the City Manager recommends the approval of this scanning project.			
FISCAL IMPACT: \$38,936			
AMOUNT:	\$38,936	ACCOUNT No.:	01-14-6010
FROM FUND:	General Fund - 01	TO FUND:	
EXPLANATION: Currently, all personnel files before 2022 are in boxes or file cabinets. To improve efficiency when accessing and for the safety and security of the documents, we request the approval to make personnel files digital.			

STAFF COMMENTS AND BACKGROUND INFORMATION: Looking forward, if we made HR truly digital for most HR tasks, one of the first steps would be to upload personnel files into an HRIS system. Making these documents digital, will aid in the future growth and abilities of HR at University City going forward.

CIP No.	
RELATED ITEMS / ATTACHMENTS: Statement of Work Agreement	

LIST CITY COUNCIL GOALS (S): Employees	
RESPECTFULLY SUBMITTED:	City Manager, Gregroy Rose
MEETING DATE:	December 11, 2023



City of University City

RFP No.-2023_09 Document Scanning
and Archiving Project

Submitted by:

Robin Brockman, IIM Sr. Account Executive

and

Cari Wickstrom, BPO Project Manager

Submitted Date:

12/4/2023

Executive Summary

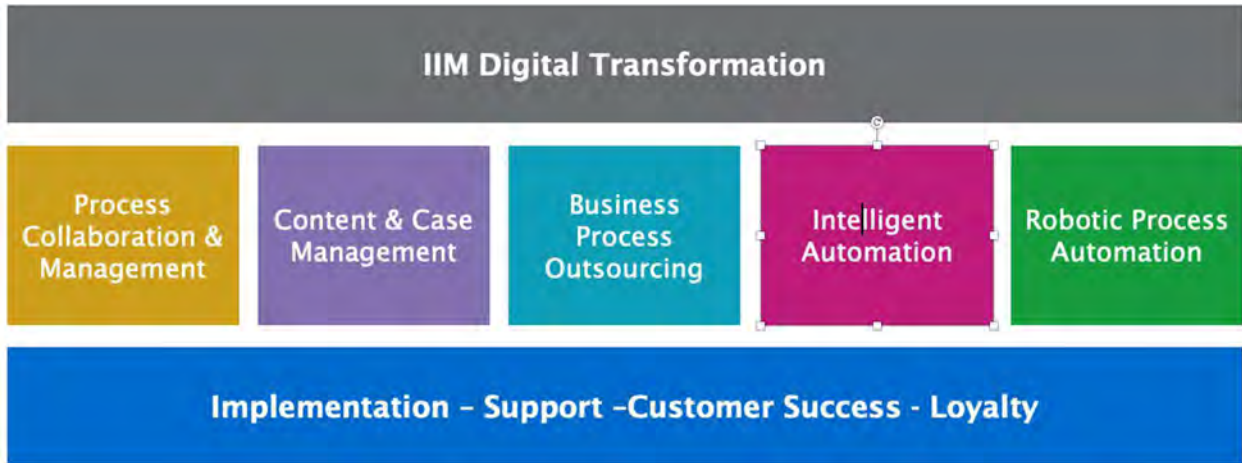
Introduction & Background

Konica Minolta Business Solutions U.S.A., Inc. (Konica Minolta) is pleased to provide this Proposal for Document Imaging Services (“Proposal”) in response to City of University City RFP 2023-09 request for Document Scanning and Archiving Project.

About Us

Konica Minolta Business Solutions U.S.A., Inc. is a leader in content management, technology optimization and cloud services. Our solutions help organizations improve their speed to market, manage technology costs, and facilitate the sharing of information to increase productivity.

Konica Minolta Content Management designs roadmaps through process collaboration, deploys solutions and utilizes support tools to help manage content, enhance security, integrate with core business systems, replace legacy systems, and accelerate processes with intelligent and robotic process automation. Our solutions capture and distribute documents in any form, automate routing, maintain compliance, preserve records and more -- to speed the flow of information, control costs and make all essential business processes more productive.



From business process outsourcing to content management, we guide our customers to the best solution for their digital transformation. Through our consultative process, we mutually identify your challenges and needs then co-author the plan for the platform and services that you will need to achieve your goals.

The world runs on innovation. We shape it.

Proposed Solution Summary

Konica Minolta recommends City of University City entrust their document imaging to us. Documents will be scanned and indexed by Konica Minolta and delivered to City of University City's specifications described in the RFP. The benefits of outsourcing this work to Konica Minolta include:

History – We have been delivering top-quality imaging services to organizations like yours for more than two decades.

Quality – We have developed many proprietary quality assurance systems, some of which have been licensed to other capture companies and existing customers. We have a national reputation for our quality. Since many of these systems are automated, we can provide extra quality assurance steps at no additional cost to our clients. Most other BPO centers charge extra for these additional quality assurance measures.

Speed – We are able to complete the capture and delivery processes in a highly compressed timeframe.

Cost – We provide an exceptional price-performance value, considering the overall quality and the value of our on-time and on-budget project management services.

Geographic Diversity – We have processing facilities on both coasts and centrally located, allowing us to serve clients throughout the country.

Dedicated Project Management – We assign a Project Manager and Certified Document Imaging Architech™ (CDIA)/Enterprise Content Management Specialist (ecm^S) to your organization for the duration of the capture process so your organization reaps the benefits of a quality, valued solution on time and on budget.

Konica Minolta can continue to perform ongoing, go-forward imaging work, and also work with City of University City to establish an internal imaging operation. Ad hoc scanning can be performed by users under either go-forward scenario.

Solution Assessment Review

The solution assessment is based on information provided by the City of University City RFP 2023-09. Upon selection for this project these requirements will be validated via the discovery session conducted by Konica Minolta project team to finalize the project to ensure a successful outcome.

CURRENT STATE

City of University City is soliciting proposals for scanning of Human Resources files. These documents are filed and organized alphabetically by Employee Name and organized in groupings described below:

- Organized in Boxes or Filing Cabinets as described below:
 - HR Files
 - 40 Boxes - 15" x 2,500 images per box - 100,000 images totaling 1,000 files
 - Each File folder is organized by the following Tabs
 - Hiring Documents
 - Financial Documents
 - Personnel Action Forms and Evaluations
 - Miscellaneous
 - Medical Files
 - 6 Lateral File Drawers - 36" x 7,000 images per drawer = 42,000 Images totaling 420 files
 - Each File Folder is assumed to contain the medical file information
 - Termed Files
 - 12 Boxes - 15" x 2,500 images per box = 30,000 images
 - 6 Boxes - 24" x 4,800 images per box = 28,000 images
 - 11.5 File Drawers - 36" x 7,000 images per drawer = 80,500 images totaling 1,243 files.
 - Each File folder is organized by the following Tabs
 - Hiring Documents
 - Financial Documents
 - Personnel Action Forms and Evaluations
 - Miscellaneous
 - Active Files
 - 2 File Drawers - 36" x 7,000 Images Per Drawer = 14,000 Images

The documents addressed in this proposal are Human Resources Files. The document types addressed in this proposal include the following:

- Human Resources
- Termed Files
- Medical Files
- Active Files
- I-9 Files (Listed in the proposal however specific measurements are not provided in the RFP specifications)

It is assumed that the City of University City utilizes Laserfiche technology for document management and archival. The documents will be delivered in accordance with the specifications provided in the RFP.

Project Specifications - Human Resources - General

The processes listed below will be utilized for all projects under this Proposal, subject to City of University City and Konica Minolta approval or adjustment. The project scope-of-work has been outlined based on the information provided in the RFP No_2023-09 Document Scanning and Archiving Project. The final scope of work will be agreed upon during the Kickoff and assessment of the Human Resources content types.

- There will be one person at City of University City and one person at Konica Minolta who will be responsible for the logistics and transportation of the documents.
- A discovery assessment will be performed to review and validate the type, quantity, and condition of the documents to be scanned and archived. The project specifications listed below will be reviewed and agreed upon during the initial assessment review.
- The files contain a combination of single-sided (simplex) and double-sided (duplex) pages. For purposes of this Proposal it is assumed that the percent is 15% duplex and we are utilizing the page counts provided in the RFP.
- The customer will provide a data file containing the Employee # and Name associated with the file folders to be scanned.
- The files contain a mixture of black and white (bitonal) and color pages. Color items will be captured as bitonal..
- Shipping will be billed as incurred.
- Konica Minolta will scan the documents at 300 DPI
- Optical Character Recognition (OCR) will be performed on all images.
- All documents will be captured in black and white.
- Auto-Rotation will be applied to all images. This automated page orientation function will attempt to orient the page based on text detected. Auto-Rotation does not guarantee a 100% correct orientation of every page scanned.
- All data and images will be thoroughly tested via software to ensure all the images associated with the database are viable and uncorrupted.
- Destination document repository:
 - Laserfiche Server
- All Documents will be delivered as full-text multi-page PDF in the following organizational order:
 - By Employee Name, Alphabetically by Last Name
- All data deliveries will be made via Secure FTP (SFTP) unless specified otherwise in this Proposal.
- A detailed manifest of the employee names/files scanned will be provided after completion and delivery of each box.
- For projects that have double-sided (duplex) pages, Konica Minolta will apply our proprietary auto-assisted manual blank page review, Blank Page Eradicator (BPE). Most vendors use a method referred to as auto drop-out to delete suspected blanks. The typical threshold used is 2,500 bytes.
We have found content, such as signature pages or fax headers/footers that are less than 850 bytes. Using a 2,500-byte threshold would cause the loss of vital data. Using a threshold of less than 850 bytes would result in the delivery, and payment for, blank pages.

Konica Minolta uses BPE to ensure only blanks are deleted and that no content is lost. This process also ensures that pages with “bleed-through” that would have survived a 2,500-byte drop-out are deleted.

- Konica Minolta performs a proprietary post-process review that identifies and corrects possible “piggy-back” documents. Piggy-back documents occur when a barcode slip sheet is not detected by the scanner resulting in two files being combined. This condition effectively loses the second document, making it almost impossible to find post-scan.
- Konica Minolta provides a scan-on-demand service to provide access to documents while they are in the capture process.

Konica Minolta provides a secure, hosted repository for access to images/data during document processing and prior to ingestion into the document management system.

User IDs will be issued based on the instructions provided by the customer’s project team leaders. Documents will be accessible within two (2) business hours of the request, or, upon special arrangement between the Konica Minolta project manager and the customer’s project manager, if access is required outside of normal business hours, Monday through Friday from 8:00 a.m. to 5:00 p.m. EST.

Requests in excess of four-per day are subject to a charge of \$35 each, at the discretion of the Konica Minolta Project Manager. After-hours retrieval will be charged at a rate of \$150 per request.

Project Specification – HR Files, Termed, and Active

The project specifications listed below contain the processing requirements as outlined in the RFP. The following document types are to be digitized in accordance to the specifications defined below:

- HR Files
- Termed Files
- Active Files
- Document preparation will consist of removal of staples, taping-up of post-it notes on separate sheets, application of bar-coded slip sheets, and the extraction and recording of index values. Each folder is organized to contain:
 - Hiring Documents
 - Financial Documents
 - Personnel Action Forms and Evaluations
 - Miscellaneous
- The files will be unitized at the granular folder level creating 4 documents for each employee folder.
- It is estimated that there are an average of 100 images per folder.
- The files to be scanned are 8½”X11” pages.
- The documents will be indexed on 2 values:
 - EMPLOYEE #
 - NAME
- The customer will provide a data file containing data elements for the match and merge indexing process
- All Documents will be delivered as full-text multi-page PDF in the following organizational order:
 - By Employee Name, Alphabetically by Last Name

- Within each folder the separate, organized folders will be as follows:
 - Hiring Documents
 - Financial Documents
 - Personnel Action Forms and Evaluations
 - Miscellaneous

Project Specification – Medical Files

The project specifications listed below contain the processing requirements as outlined in the RFP. The following document types are to be digitized in accordance to the specifications defined below:

- Medical Files
 - Document preparation will consist of removal of staples, taping-up of post-it notes on separate sheets, application of bar-coded slip sheets, and the extraction and recording of index values.
 - The files will be unitized at the folder level creating 1 document for each employee folder.
 - It is estimated that there is an average of 100 images per folder for Medical Files. The files to be scanned are 8½”X11” pages.
 - The documents will be indexed on 2 values:
 - EMPLOYEE #
 - NAME
 - The customer will provide a data file containing data elements for the match and merge indexing process
 - All Medical documents will be delivered as full-text multi-page PDF in the following organizational order:
 - By Employee Name, Alphabetically by Last Name

Project Specification – I-9 Files

The project specifications listed below contain the processing requirements as outlined in the RFP. The following document types are to be digitized in accordance to the specifications defined below:

- I-9 Files
 - Document preparation will consist of the removal of staples, taping-up of post-it notes on separate sheets, application of bar-coded slip sheets, and the extraction and recording of index values.
 - The files will be unitized at the form level, creating 1 document for each I-9 Form.
 - It is estimated that there is an average of 1-2 images per folder for I-9 Files. The files to be scanned are 8½” x 11” pages.
 - The documents will be indexed on 2 values:
 - EMPLOYEE #
 - NAME
 - The customer will provide a data file containing data elements for the match and merge indexing process

- All I-9 documents will be delivered as full-text multi-page PDF in the following organizational order:
 - By Employee Name, Alphabetically by Last Name

Data Delivery to Laserfiche

Konica Minolta understands from the RFP that the City has an existing Laserfiche solution. We will deliver the data to a SFTP site for the City to download to the Laserfiche location in accordance with the specifications required by Laserfiche. Konica Minolta technical resources will collaborate with Laserfiche administrators on the back end to gain an understanding of those requirements in order to get the documents finalized on that platform.

Project Estimated Pricing Summary

Imaging Services Estimated Extended Pricing

City of University City currently has a backfile of hardcopy documents estimated at approximately 295,300 pages. These are detailed below. The estimates provided for the purposes of pricing are based upon the number of pages provided in the RFP. City of University City will be billed based upon the unit pricing below for **actual** pages processed.

BACKFILE CAPTURE – UNIT PRICING

Service and Description	Unit Pricing
Scanning at 300 DPI (per page)	6¢
Slip Sheet Printing (per document)	3.1¢
Indexing (per field, per document, maximum 15 characters per field)	5¢
Double Key Verification (per field, per document)	5¢
Match and Merge (per document)	3.5¢
Document Preparation (per hour)	\$28
OCR (per page)	.5¢
Image/Index QA and Publication, including Delivery Media Master (per GB)	\$75

Backfile pricing is based on the assumptions and delivery specifications included in the Project Specifications section of this Proposal. If the actual conditions differ from these assumptions and specifications, the unit prices are subject to change. Should additional services be required, the customer is subject to additional charges as listed in this Proposal.

SUMMARIZED EXTENDED BACKFILE COST

Project Name	Pages	Documents	Extended Estimated Price
HR Files	100,000	1,000	\$11,552.00
Medical Files	42,000	420	\$4,611.00
Termed Files 15" Boxes	30,000	300	\$2,807.00
Termed Files 24" Boxes	28,800	288	\$3,162.00
Termed Files 11.5 File Drawers @ 36"	80,500	1,245	\$8,925.00
Active Current Files	14,000	140	\$1,537.00
Totals:			\$32,594.00

NOTE: I-9 page counts are included in the page counts listed above.

Box Disposition

There are several options with respect to document disposition and the City of University City has elected for:

- Documents to be returned to your office following processing.

White-Glove Packing

City of University City may choose to manage transportation and logistics associated with relocating the boxes to be scanned to the Konica Minolta processing facility. In the event City of University City engages Konica Minolta to provide white-glove packing and transportation, the following services can be provided:

- On-site inventory and box labeling.
- Management of un-shelving and loading for transportation.
- Creation of box-level manifests including box number and first and last folder tab.
- Labeling of each box with start
- Detailed chain-of-custody form.

The range of services to be provided by Konica Minolta, and associated costs, are presented below.

Transportation

The following represents the typical description of services if Konica Minolta is engaged to facilitate the packing transportation of documents:

If Konica Minolta provides the transportation, the documents will be transported to the Konica Minolta processing center via a secure cargo truck. Our drivers do not make any additional pickup stops during transit and will not leave the truck unattended at any time. Prior to transporting documents, both City of University City and Konica Minolta will review and sign-off on the final manifest. Both City of University City and Konica Minolta will retain a physical copy of the signed manifest. This manifest will be reviewed upon arrival at the Konica Minolta processing center to ensure all contents are accounted for. Each document container is then logged into the Konica Minolta batch/container management system for tracking throughout the capture and return process.

Processing Center Receipt and Tracking

Storage at our facility will include secure, climate-controlled box storage in our controlled and monitored staging area as well as controlled access in our production area during the scanning and data entry processes.

The procedures for storage at the Konica Minolta processing center during the production life-cycle include specified chain-of-custody processes that involve employee sign-offs for the acceptance and transfer of the records, and control of the records and data during the entire conversion process to ensure that no data or documents are copied or disclosed for any reason other than the communication of technical details or staff questions during the conversion process.

White-Glove Packing, Transportation and Return (Folder Reassembly)

Packing and Transportation Pricing*	Estimated Cost
<p>White-glove packing service</p> <p>White-glove transportation and supplies</p> <p>Transportation – Estimate assumes 1 Trip, picking up 102 boxes that will be near an exit door or on a loading dock for loading</p>	<p>\$2,889.00</p>
<p>Transportation – Return of Boxes - assumes 1 Trip - to the originating room in the City Hall where they were retrieved or at the loading dock.</p>	<p>\$500.00</p> <p>(\$1500 Discount)</p>
<p>Reassembly - each scanned employee file will be reassembled and returned into the associated employees brown file folder. Staples, post its, etc. will not be reconstructed in the file)</p>	<p>\$2,953.00</p>
<p>TOTAL</p>	<p>\$6,342.00</p>

Key Dates

The key dates listed below are preliminary, and mutually agreed upon by the City of University City and Konica Minolta. These dates are subject to change, but any changes would be discussed, reviewed, and approved by Konica Minolta and City of University City.

Description	Target Date
Contract Execution	12/15/2023
Purchase Order Delivery (if necessary)	TBD
Project Kickoff Call/Meeting	1/8/2024
Pack/Ship	TBD
Initial Delivery, Review and Customer Sign-off	TBD
Final Delivery	4/30/2024

Upon execution of this Proposal and a Purchase Order (if necessary) has been received, the digital conversion process identified above will be initiated with development of an initial project plan and schedule. This should take one to two weeks, and be cooperatively developed with the City of University City as a part of the project initiation phase, depending on resource availability. It is very important for both organizations to understand that starts and stops during the Implementation Process are very costly. Working together to develop a workable plan that will ensure a smooth process is critical to the overall success of the project.

Please initial here if a PO is required for billing purposes: _____

Post Delivery Data Purge

All customer data is purged from Konica Minolta servers 60-days following the successful delivery of digitized content. As a result, it is imperative that any delivery issues be addressed prior to the data purge.

Security

From building security to redundant data backup, Konica Minolta understands the importance of security as it relates to data and documents. A plethora of security practices and procedures are in place at Konica Minolta to ensure data and documents are secure during the capture process.

Facility security is at the forefront of every customer's mind. Rest assured, from secure-card building to secure-card door entry to operations, Konica Minolta has the necessary security to ensure documents are protected at every phase of capture processing.

Video surveillance provides round-the-clock, digitally captured recordings of all office entrances and exits as well as the operations area. Moreover, no technology devices are permitted in the operations area (e.g., cell phones, USB devices, etc.). Additionally, the data center is firewalled

within the operations area. No web hosting or FTP services are provided through Konica Minolta servers.

Konica Minolta provides a fault-over capability for all client data by taking a snapshot every 15 minutes of the main server. As a further protection against a technical failure, Konica Minolta retains all paper documents on-site until all quality assurance steps are completed and the source documents are no longer required. Finally, the server is backed up weekly and the resulting backup is stored off-site.

Serving customers in the government, education, medical, financial, and legal communities, certain standards must be followed. Every Konica Minolta employee signs a confidentiality agreement, acknowledging the proprietary nature of the information being processed and documenting the legal repercussions for failing to comply with this policy.

Change Control Process

Konica Minolta realizes that from time to time, certain job specifications may need to change. To accommodate project change and facilitate communication of the changes, Konica Minolta utilizes a Change Control Process (document attached). This process allows for any changes to project specifications in a controlled and managed environment. The document outlines any impact on project cost, resources, timelines, etc. and is signed by City of University City and Konica Minolta representatives.

Scanned content will be delivered in a format to support the document management software ingestion requirements.

Proposal Acceptance

Document Conversion Process and Methodology

The attached Document Conversion Process and Methodology document describes the general processes and procedures employed at the Konica Minolta BPO processing center. Some or all of the processes will be applied to City of University City's projects, as described in this Proposal.

Proposal Acceptance Period

This Proposal, and the pricing contained herein, is valid for a period of 30 days from the date stated on the cover page,

Controlling Document

This Proposal is issued to the Master Agreement dated December __, 2023 by and between Konica Minolta and the City of University City ("Agreement"), and is governed by the terms of the Agreement and Exhibit 2 (Intelligent Information Management Scanning Supplement) of the Agreement.

Acceptance

I have read and understand the terms and conditions set forth in this Proposal. As a duly authorized representative of City of University City, I hereby accept this Proposal on behalf of City of University City.

I further understand that this Proposal and the governing Scanning Services Agreement constitute the complete and exclusive statement of the agreement between the parties related to the subject matter contained herein, and all prior agreements for these services verbal or written are superseded. Any changes to the scope of work specifications following signature of this agreement are subject to the Change Control Process.

Signatures

AGREED AND ACCEPTED by an authorized representative of each party.

City of University City Approval

Title	Approver	Signature	Date Signed
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Konica Minolta Business Solutions U.S.A., Inc. Approval

Title	Approver	Signature	Date Signed
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Appendix A: Attachment List

Document Conversion Process and Methodology

Konica Minolta Change Control Process Document Sample

Document Conversion Process & Methodology

Konica Minolta Business Processing Outsourcing Processing (BPO) Centers are located in Chatsworth, CA, Lexington, KY and Warwick, RI. These processing centers are capable of capturing over eight million images per month. Best practices and quality assurance processes are built into all BPO processes. The National Director has served as Chairman of the Board of the Association for Intelligent Information Management (AIIM), with a focus on BPO quality and best practices. AIIM is an international association focused on IIM and BPO, with over 60,000 members. These quality processes and BPO best practices are deeply ingrained in the Konica Minolta BPO business.

Project Methodology

Konica Minolta follows a Project Implementation Methodology (PIM) based on lean principles. The PIM provides a framework for a repeatable and continually improving process for delivering high-quality services to our customers.

The PIM provides a common language for the project team and includes best practices and process guides to leverage the experience gained from past projects. It takes into consideration resource and time constraints by utilizing templates, tools, sample project plans, and intellectual capital.

Working with Konica Minolta project managers, customers' team members collaboratively finalize a mutually acceptable project schedule. The schedule outlines tasks and timelines detailing every facet of the project from document pickup and delivery to periodic batch turnaround times.

Roles and responsibilities, a communication plan, and issue tracking and resolution procedures will be finalized during a project kick-off meeting.

Project Initiation and Planning

Upon the initiation of a project, a Project Initiation Meeting is scheduled between the customer and Konica Minolta. The Project Initiation Meeting will include Processing Center and customer key project team members.

The agenda for this meeting includes evaluating project requirements, determining project timelines, confirming responsibilities of key individuals, establishing designated customer contacts, discussing quality assurance procedures and outlining delivery and pickup schedules. Additionally, overall document preparation and indexing requirements will be discussed.

A resulting project specification document will be created documenting project requirements. This document will include detailed steps related to document pickup and delivery, document preparation activities, including specific knowledge/decision making requirements, indexing, scanning, output, delivery of metadata and digital images, and final box disposition. The Processing Center staff and the customer will work through an iterative process to fine-tune the project specifications until it accurately reflects the procedures required to properly transform the paper documents to digital format.

Document Pickup and Delivery

Konica Minolta understands the importance of maintaining an iron-clad chain-of-custody with respect to the customer's records.

Konica Minolta is able to provide full service, including packaging, manifesting and shipping documents. Alternatively, customers are able to perform these tasks with clear guidance and tools provided by Konica Minolta. Boxes will be delivered to the Processing Center for processing. A receipt for delivery and pickup will be signed by both a Processing Center and customer authorized contact.

Konica Minolta recommends the use of manifests to support the chain-of-custody as well as document requests throughout the capture process. Konica Minolta provides tools that will support either a detailed or summary manifesting process.

The boxes will be logged in a tracking system when unloaded at Konica Minolta's facility and physically "checked off" on the courier form to ensure receipt. The contents of the box will be reconciled against the enclosed manifest during processing. If there are any anomalies in either the courier form or the manifest, the responsible customer representative will be contacted immediately to correct or reconcile the issue.

Each stage of the transformation from paper to digital format is tracked and managed through a combination of project management tools and Operations personnel and management. Boxes are systematically labeled to track their status and the next step in the process. The tracking system is constantly updated to provide an audit trail and record the flow and status of the documents.

In order to ensure the project is delivered on time, a project plan and timeline will be created and maintained. The project plan and timeline will become the reporting mechanism for regularly scheduled project status reports and meetings.

Document Preparation

Document preparation includes creation and application of bar-code break sheets, staple removal, document separation, organization, taping of torn documents and photocopying of poor originals, if necessary.

The document preparation staff will apply a break (cover) sheet to each document as required for each project. The bar-coded sheets provide an automated method of populating the index fields during document scanning. The cover sheet can also be manually populated with index values. In the past, Konica Minolta has been able to use a combination of automated bar code indexing and manual document index identification for various projects.

Often it is determined that Konica Minolta can receive electronic files from customers with metadata associated with the documents to be scanned. In these cases, the majority of metadata is provided in electronic form by the customer and Konica Minolta produces barcode slip sheets with this metadata.

This process provides two benefits: (1) It provides 100 percent accuracy on document indexing and; (2) It provides a tool for identifying any missing files or files for which there is no associated data. Any exceptions identified are brought to the attention of the customer's team member

responsible for the project for reconciliation and correction. This process is finalized during the project kick off meeting.

In the event that large format items are included in a project (e.g., blueprints, design drawings, etc., which exceed 11"X17"), Konica Minolta is uniquely qualified to capture these documents and integrate the items in the same order in which they were found in the source document of folder. Some vendors scan these items as separate documents, while other vendors group all large format items at the end of a document. Either option creates chaos as pages of content are delivered in an out-of-order sequence.

Konica Minolta utilizes internally developed processes and software to guarantee large format items are captured in the original file order within the collection. After completion of the document preparation, the boxes are moved to the scanning area.

Scan, Index and Verify

Quality is implemented throughout every stage of the document conversion process. Each project is examined on the front-end and configured to the specifications that will ensure the best quality image. The scan process incorporates personnel skills, technology configuration and a consistent process. Scan operators have years of experience and are skilled with hand-eye coordination, to view every image as it is scanned, while also ensuring it is fed through the scanning equipment properly. The equipment is configured to detect double feeds, preventing "piggy-backs". The equipment goes through periodic maintenance processes throughout the day, including cleaning and calibration, to ensure optimal performance.

Each scan operator is trained on the specifications of each project and the expected end-results. The scan operator reviews each image. If the image is difficult to read, a visual inspection is conducted using the source document and adjustments are made to the scanning software to produce a quality scanned image. If automated indexing is performed (through barcodes) during the scanning process, the scan operator verifies and validates upon scan the appropriate values are being populated

Upon completion of scanning, the project will enter the manual indexing stage, if required. Konica Minolta will manually index documents; double-keying any key fields as designated by the customer, and will enter additional indexes as defined in the project. Double blind key indexing is a process whereby an index is entered a second time by a separate operator to validate accuracy. This process assures 99.95 percent accuracy, at the character level, of the indexing. The use of the barcode cover sheets provides significant savings and an even higher level of quality.

Konica Minolta can provide automatic indexing through the use of external database sources utilizing a match and merge process. This process provides additional indexing for minimal cost, will produce high quality indexing results, and will provide additional search criteria for the end user retrieval application.

Konica Minolta has the capability to perform verification checks against data sources provided by the customer to ensure 100 percent accuracy of key fields.

Indexing of each of all content types is determined at the onset of the project. Manual, zonal OCR and blind key verification, along with the use of bar codes when feasible are employed for

the highest level of quality available. The indexing operator and QA staff will verify and validate that the appropriate values are being populated.

Once the indexing has been reviewed and determined to be accurate, the project is transitioned to the post-processing step.

Post-Processing

Images are post-processed in order to de-skew and remove black borders. Konica Minolta can optionally remove other predictable defects, such as hole-punches.

Once the post-processing has been completed, the project is transitioned to the Quality Assurance process for final review and verification.

Quality Assurance – Blank page detection

An internally developed, manual-assisted automated Blank Page Eradicator (BPE) technology is utilized to identify true blank pages for deletion, ensuring blank pages are eliminated from the collection and pages that actually contain content are not arbitrarily deleted. Other BPO processors rely on file size thresholds to delete suspected blanks. The threshold is typically 2,500 bytes. Konica Minolta has found signature pages as small as 850 bytes. By deploying our proprietary BPE process, we ensure our customers never lose vital data due to arbitrary criteria.

Konica Minolta executes a proprietary quality assurance process, developed internally by Konica Minolta technical staff. This process will run against the production data prior to image delivery. The purpose of the quality assurance step is to ensure there is an image for every database entry. Likewise, this step will verify there is a database entry for every image. Furthermore, this process will electronically open every image in the delivery to ensure (1) the image can be opened and (2) the image is not corrupt.

Finally, this quality assurance process will check for embedded break sheets validating there are no “piggy-back” documents in the queue prior to image publication and delivery. A piggy-back condition is created when a break sheet is not properly identified by the scanner and one document becomes the end of the prior document, making that document irretrievable by end-users. Most vendors do not have a means to identify and eliminate this condition. A page-by-page review is conducted by a QA operator. The operator is able to rescan poor images during this final step.

Once quality assurance tasks are completed, the batch is staged for output and delivery.

Output and Data Delivery

After quality assurance is completed, images will be delivered to the specifications defined by the customer in conjunction with Konica Minolta. Any exceptions reported during transmission will be identified, reconciled and either corrected or reported to the appropriate customer representative for resolution. A designated representative will receive notification emails and electronic deliveries are completed. Optionally, they can get confirmation of a successful load into their document retrieval software. This requires that the software supports auto-notifications.

The customer will then carry out any designated internal quality assurance within thirty (30) calendar days. Upon completion of any customer designated internal quality assurance, the customer will either certify the work as conforming to quality standards agreed to at the inception of the project, or report any problems found during the internal quality assurance process. If Konica Minolta is not notified of acceptability of the work delivered, the work delivered will be deemed “accepted” after thirty (30) calendar days.

Post Delivery Data Purge

All customer data is purged from Konica Minolta servers 60-days following the successful delivery of digitized content. As a result, it is imperative that any delivery issues be addressed prior to the data purge.

Box Disposition/Delivery

Documents are not typically reconstructed to their original state, unless this has been stipulated for the project. Instead, Konica Minolta prepped bundles, along with file folders, will be placed back in the corresponding boxes in which the collection was received. Completed boxes are either returned to the customer, stored for 30-days and destroyed, or placed into extended storage, at the instruction of the customer.

Destruction Services

Depending on the specific needs of the customer, there are three methods used for destruction:

- **In-house shredding** – For small batches, Konica Minolta staff perform shredding tasks using a shredder with a security rating of P-4, exceeding the requirements for HIPAA.
- **In-house third-party shredding** – For large destruction engagements, typically following a backfile capture, Konica Minolta contracts with a partner with high-capacity mobile destruction capability. The partner’s shred trucks perform the destruction on-site at the Konica Minolta BPO processing center.
- **External third-party shredding** – Under certain conditions, Konica Minolta transports high-volume destruction work to our partner’s facility for destruction.

All shredded documents are recycled. A destruction certificate, listing all boxes destroyed, is sent to the customer upon completion of shredding.

Exception Process/Issue Resolution

In the event of exceptions, the Konica Minolta Project Manager will contact the customer’s Project Manager and determine a mutually agreeable means to overcome the exception. Any process change stemming from an exception process will be documented via email with a request for confirmation from the customer’s Project Manager. Any changes will be added to the customer’s processing manual to ensure consistency through the project and, in many cases, supported by a signed Change Control.

Document Access – Scan on Demand Service

Konica Minolta will provide a secure, hosted repository for access to images/data during document processing and prior to ingestion into the document management system. User IDs will be issued based on the instructions provided by the customer's project team leaders.

Documents will be accessible within two (2) business hours of the request, or, upon special arrangement between the Konica Minolta project manager and the customer's project manager, if access is required outside of normal business hours, Monday through Friday from 8:00 a.m. to 5:00 p.m. EST. If daily document access exceeds four requests, Konica Minolta reserves the right to charge \$35/hour for additional requests.

Konica Minolta Change Control Process Document Sample

CHANGE CONTROL

Title:		Project:	
Date:			
Author:		Organization:	
Originator:		Organization:	

Proposed Change Description:
 Justification:
 Affected Requirements:
 Impact on Cost:
 Impact on Schedule:
 Impact on Resources:
 Travel:
 Detailed Review Results:

Approved	Defer Until:	Declined
Y/N	Date:	Y/N
Reasons/Comments:		
Payment Terms:		

FINAL APPROVALS (Signature Block is Provided Here)

North America Master Agreement

between

CITY OF UNIVERSITY CITY

6801 Delmar Boulevard, University City, Missouri 63130

(“Client”)

and

KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.

100 Williams Drive, Ramsey, New Jersey 07446

(“Konica Minolta”)

This North America Master Agreement (“Agreement”) is made and entered as of December 1, 2023 (“Effective Date”) by and between Client and Konica Minolta. Each is a “Party” and together are the “Parties” to this Agreement.

WHEREAS, Konica Minolta is a North American technology company that offers a comprehensive portfolio of Products, Services and solutions to clients; and

WHEREAS, Client has chosen Konica Minolta to be its supplier for the Products and Services offered under this Agreement; and

WHEREAS, the Parties now set forth the terms and conditions that will govern the acquisition and use of the Products and Services.

NOW THEREFORE, in consideration of the promises and undertakings hereinafter set forth, the Parties hereby agree as follows:

1. SCOPE

1.1 This Agreement sets forth the terms and conditions pursuant to which the Parties agree to engage one another in the United States only. This Agreement establishes the sale of Products and the provision of Services by Konica Minolta or one of its Affiliates. Konica Minolta may extend the terms of this Agreement to any or all of Client’s Affiliates outside of the United States. Should Client wish to purchase Products and related Services outside of the United States, the respective Konica Minolta entity or Affiliate in that respective country may offer Supplements for the acquisition of such Products and related Services. Client and the Konica Minolta entity or Affiliate in the respective country agree to honor the terms of this Agreement and the Supplements as may be agreed to from time to time as if they were named herein as a party hereto.

1.2 The following Exhibits are incorporated herein and form a part of this Agreement:

- Exhibit 1 Intelligent Information Management Supplement
- Exhibit 2 Intelligent Information Management Scanning Supplement

2. DEFINITIONS

“Affiliate”: any legal entity that directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control by a Party.

“Device”: multifunctional devices, printers and other information technology hardware, peripherals, accessories and options supplied or serviced by Konica Minolta.

“Order”, “Statement of Work” or “SOW”: a transactional document entered into by and between Client and Konica Minolta by which the Client procures Products and Services from Konica Minolta pursuant to the terms of this Agreement and the applicable Supplement.

“Product(s)”: Device and Software.

“Service(s)”: professional and maintenance services provided by Konica Minolta as further described in the Exhibits attached hereto or subsequently agreed to in a Supplement or Statement of Work.

“Software”: programs, procedures and related documentation associated with a computer system as further defined in Section 9 of this Agreement.

“Supplement”: (i) an Exhibit attached hereto and incorporated herein that adds to or modifies the terms of this Agreement to allow for operational and legal differences for the provision of certain Products and Services under this Agreement, (ii) an Exhibit attached hereto and incorporated herein that adds to or modifies the terms of this Agreement to allow for operational and legal differences for Client and the Konica Minolta entity or Affiliate in a country outside of the United States to engage with one another under this Agreement, or (iii) a contract between Client and the Konica Minolta entity or Affiliate in a country outside of the United States that extends the terms of this Agreement to their country and adds to or modifies the terms of this Agreement to allow for operational and legal differences in their country. The terms of a Supplement control over the terms of this Agreement. A Supplement only applies to Client and the Konica Minolta entity or Affiliate operating in the country listed therein.

3. TERM

This Agreement comes into effect on the Effective Date and continues for three (3) years. Thereafter, this Agreement will automatically renew for the shorter of (i) successive twelve (12) months periods or (ii) the longest period permitted by applicable law, unless and until either Party gives the other Party sixty (60) days’ written notice of its intent to terminate this Agreement (unless sooner terminated pursuant to Section 6). The termination of this Agreement will have no impact on any then executed Orders or Statements of Work, which shall endure and be governed by this Agreement for their stated terms.

4. PRICING

The pricing for certain Products and Services offered hereunder is set forth in the attached Exhibits or in an Amendment to this Agreement. Konica Minolta may offer new Products under this Agreement at prices agreed to with Client. Additional Products and Services shall be priced as agreed to in a revised Price Catalog or Statement(s) of Work. Products will be new unless otherwise agreed to. Konica Minolta may notify Client of any modification or addition to the Price Catalog by email. Client’s affirmative response by email or subsequent purchase shall constitute acceptance of the modification, addition or changes and shall bind both Parties.

5. INVOICING & PAYMENT

5.1 Konica Minolta offers a variety of invoicing options including country level fleet invoicing and invoicing through electronic invoice management services. Invoicing parameters may be established by Client and the Konica Minolta entity or Affiliate and may be a part of a Supplement or Statement of Work.

5.2 Payment is due within thirty (30) days from the date of the invoice. If Client fails to make any payment when due, Konica Minolta may: (i) refuse to continue to provide Services or additional Products and may enter Client's premises to recover any property or Products owned by Konica Minolta; (ii) convert the payment terms of this Agreement and/or any Statement of Work into a time, travel and material basis, with or without notice to Client, and proceed to furnish Service on a time, travel and material basis; and/or (iii) offset the amounts Client owes Konica Minolta against any amounts Konica Minolta may owe Client under any other agreement. If Client fails to make any payment when due pursuant to this Agreement, a Statement of Work, a Supplement and/or an Order, Client will be liable for any collection costs incurred by Konica Minolta along with a service charge of one and one-half percent (1.5%) per month of the total amount due or the maximum interest rate permitted by law, whichever is less. The use of an eProcurement solution, credit card, procurement card or similar payment device may incur additional fees. Title to Products shall remain in the name of Konica Minolta until full payment has been received.

5.3 Taxes: Prices are exclusive of all taxes. Client is liable for, and shall pay to Konica Minolta, all taxes imposed on any transaction under this Agreement and respective Statement of Work, Supplement or Order. Taxes include, but are not limited to, sales, use, transactional, personal property and value added taxes. By signing this Agreement, Client acknowledges its liability to Konica Minolta for such taxes unless a properly completed exemption certificate is received by Konica Minolta prior to invoicing. If an exemption certification is not received and Client disputes the tax charge, the Parties shall work together to resolve any issues. All tax disputes must be raised within ninety (90) days from the date of the invoice. After the ninety (90) day period, the tax charge is considered final. If Client receives a withholding tax order from any taxing authority, it shall immediately contact the Tax Director at Konica Minolta and provide a copy of such order. If Client fails to notify the Tax Director at Konica Minolta and provide the tax order, the withholding amount shall be considered invalid and Client shall be liable to immediately reimburse Konica Minolta the amount withheld. If Client notifies the Tax Director at Konica Minolta, Client is obligated to supply the dollar amount of the amount withheld along with a copy of the check. If the dollar amount and check are not provided, the deduction for withholding tax is considered invalid. CLIENT HEREBY ACKNOWLEDGES AND CONFIRMS THAT IT HAS NOT RECEIVED ANY TAX, FINANCIAL, ACCOUNTING OR LEGAL ADVICE FROM KONICA MINOLTA.

6. DEFAULT

6.1 Any of the following shall constitute an event of default under this Agreement:

- a. Any breach or failure of Client to make any payment required hereunder or under any Order when due, or the failure of Client to otherwise observe or perform any of

its obligations, covenants or undertakings under this Agreement, an Order, a Statement of Work and/or a Supplement;

- b. Any misrepresentation or breach of warranty or covenant by Client; and
- c. If Client, or any guarantor of Client's obligations hereunder or under an Order and/or Statement of Work, becomes insolvent or makes an assignment for the benefit of creditors or a receiver, conservator or liquidator of Client, or all or a substantial part of its assets is appointed or a petition is filed by or against Client under the Bankruptcy Codes or under any other insolvency law.

6.2 No express or implied waiver by Konica Minolta of any event of default hereunder shall in any way be, or be construed to be, a waiver of any future or subsequent event of default. The failure, delay or waiver of any such right in the future and any single or partial exercise of any particular right by Konica Minolta shall not exhaust such rights or constitute a waiver of any other right provided herein.

6.3 In the event of default by Client, Konica Minolta may, in its sole and absolute discretion:

- a. Charge Client interest on all payments due at a rate of up to eighteen percent (18%) per year from the date of default until paid, but no more than the maximum rate permitted by law; and/or
- b. Refuse to continue to Service Devices under this Agreement or any other agreement between Client and Konica Minolta; and/or
- c. Offset any amounts Client owes Konica Minolta against any amounts Konica Minolta may owe Client under any other agreement.

6.4 If Konica Minolta is the prevailing Party in any action to enforce or defend its rights under this Agreement, it shall be entitled to reasonable attorneys' fees and costs from the Client.

6.5 Either Party may terminate this Agreement for convenience with sixty (60) days' prior written notice.

6.6 If either Party breaches any of its obligations under this Agreement, the non-breaching Party must send the breaching Party written notice of the breach and demand that the breach be cured. That notice shall also specify the nature of the breach with reasonable detail so that the breaching Party may cure the breach. Unless the breaching Party cures the breach (i.e., by taking at least those reasonable actions required by the notice) and notifies the non-breaching Party of the cure within thirty (30) business days from receipt of the non-breaching Party's notice, the non-breaching Party shall have the right to terminate the affected Services at any time after the thirty (30) business day period by giving notice of termination to the breaching Party. The termination shall be effective upon receipt of the termination notice by the breaching Party, but the termination shall not operate to extinguish or prejudice the other rights and remedies of the non-breaching Party with respect to the breach. However, if the breaching Party has cured the breach and given notice of the cure to the non-breaching Party before it receives the termination notice, the termination notice shall have no effect, and this Agreement shall remain in effect unless sooner terminated pursuant to this Section.

7. WARRANTY DISCLAIMER

KONICA MINOLTA WARRANTS THAT DEVICES MANUFACTURED BY KONICA MINOLTA, INC. OR ONE OF ITS AFFILIATES SHALL PERFORM IN ACCORDANCE WITH THE SPECIFICATIONS PUBLISHED BY KONICA MINOLTA (AVAILABLE ON KONICA MINOLTA'S WEBSITE AND AVAILABLE UPON REQUEST). KONICA MINOLTA WARRANTS THAT THE SERVICES WILL BE PERFORMED IN A PROFESSIONAL MANNER IN ACCORDANCE WITH GENERALLY APPLICABLE INDUSTRY STANDARDS. KONICA MINOLTA MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INTERFERENCE, NON-INFRINGEMENT OR THE LIKE. KONICA MINOLTA'S SOLE LIABILITY (AND CLIENT'S EXCLUSIVE REMEDY) FOR ANY WARRANTY CLAIM SHALL BE FOR KONICA MINOLTA TO REPAIR OR REPLACE A DEFECTIVE DEVICE OR RE-PERFORM ANY DEFICIENT SERVICES, OR, IF KONICA MINOLTA IS UNABLE TO REMEDY SUCH DEFECT OR DEFICIENCY WITHIN THIRTY (30) DAYS, TO VOID THE INVOICE FOR THE DEFECTIVE DEVICE OR DEFICIENT SERVICES. KONICA MINOLTA SHALL HAVE NO OBLIGATION WITH RESPECT TO A WARRANTY CLAIM (I) IF NOTIFIED OF SUCH CLAIM MORE THAN THIRTY (30) DAYS AFTER DELIVERY OF THE DEFECTIVE DEVICE OR PERFORMANCE OF THE DEFICIENT SERVICES OR (II) IF THE CLAIM IS THE RESULT OF THE USE OF ANY THIRD PARTY DEVICE OR SOFTWARE, OR THE ACTIONS OF CLIENT OR A THIRD PARTY. CLIENT HAS SELECTED ALL DEVICES AND SERVICES BASED ON ITS OWN JUDGMENT AND DISCLAIMS ANY RELIANCE ON ANY STATEMENTS OR REPRESENTATIONS MADE BY KONICA MINOLTA. KONICA MINOLTA IS PROVIDING THE DEVICES TO CLIENT "AS-IS".

8. LIMIT OF LIABILITY

THE PARTIES WAIVE THEIR RESPECTIVE RIGHTS TO SPECIAL, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR INTERRUPTION OF SERVICES, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, OR LOSS OR INCREASED EXPENSE OF USE), WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), OR STRICT LIABILITY, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR CLIENT'S PAYMENT OBLIGATIONS, THE AGGREGATE LIABILITY OF EACH PARTY UNDER THIS AGREEMENT OR ANY SUPPLEMENT, STATEMENT OF WORK OR ORDER SHALL NOT EXCEED THE TOTAL PAYMENTS MADE BY THE CLIENT (INCLUDING A CLIENT OPERATING IN A COUNTRY OUTSIDE OF THE UNITED STATES) TO THE RESPECTIVE KONICA MINOLTA ENTITY OR AFFILIATE OPERATING IN SUCH COUNTRY IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH LIABILITY.

9. COMPUTER SOFTWARE

9.1 Firmware and operating system software (collectively, "Base Software"), software used to maintain the Device and/or diagnose its failures or substandard performance ("Diagnostic Software"),

and software that allows Client to interact with the Device ("Application Software") are embedded in, reside on, or may be loaded onto the Device.

9.2 Title to the Diagnostic Software shall at all times remain solely with Konica Minolta, and Client agrees that its acquisition of the Device does not grant it a license or right to use the Diagnostic Software in any manner and that unless separately licensed by Konica Minolta to do so, Client will not use, reproduce, distribute, or disclose the Diagnostic Software for any purpose (or allow third parties to do so).

9.3 Konica Minolta grants Client a non-exclusive, non-sublicensable, and non-transferable limited license to use the Base Software and Application Software within the country where it is sold only on or with the Device with which (or within which) it was delivered. Client has no other rights to the Base Software or Application Software and, in particular, may not: (i) distribute, copy, modify, create derivatives of, decompile or reverse engineer such Software; (ii) activate any Software delivered with or within the Device in an inactivated state; or (iii) allow others to engage in the same or similar conduct. Title to the Base Software and Application Software and all copyrights and other intellectual property rights in it shall at all times reside solely with Konica Minolta. Konica Minolta may terminate Client's license for any Base Software and Application Software (i) immediately if Client no longer uses or possesses the Device or (ii) upon the termination of any lease of the Device.

9.4 An Order, Statement of Work or Supplement may reference third party software, third party software licenses, database subscription rights or associated services (collectively, "Third Party Software") or the Device subject to an Order, Statement of Work or Supplement may include Third Party Software. Konica Minolta has no right, title or interest in the Third Party Software, Konica Minolta is not the purchaser or user of the Third Party Software and Konica Minolta shall not be shown as the owner, purchaser or user thereof for any tax reports, returns or any other reason. Client is responsible for entering into any license and/or other agreement (each, a "Third Party Software License") required by the applicable Third Party Software Supplier or Third Party Software Licensor who may be identified on the applicable Order, Statement of Work or Supplement no later than the commencement date of such Order, Statement of Work or Supplement, and Client will fully comply with such Third Party Software License, if any, throughout the applicable term. Client acknowledges that Konica Minolta is not the owner, developer, designer or licensor of the Third Party Software. The Base Software, Diagnostic Software, Application Software and Third Party Software are collectively referred to in this Agreement as the "Software."

9.5 Notwithstanding any other terms and conditions of this Agreement, Client agrees that as to Software only, Client has selected such Software and, in accordance with Section 7, KONICA MINOLTA MAKES NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. NOTWITHSTANDING THE FOREGOING AND ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, KONICA MINOLTA SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY FAILURE TO FUNCTION OR ANY OTHER FAILURE CAUSED BY CLIENT, NON-KONICA MINOLTA THIRD PARTIES, AND/OR CAUSED BY A FORCE MAJEURE EVENT.

10. DATA PROTECTION

10.1 Both Parties agree to comply with all applicable laws and regulations on data protection and privacy. Client consents to its contact details being shared with Konica Minolta's Affiliates, including Affiliates in other jurisdictions. As used in this Agreement, "contact details" means: the name of the point of contact, position in the company, company address, e-mail address, and telephone number. Client agrees that it is solely responsible for obtaining the express consent of the individuals concerned or otherwise establishing a legal basis to Process (as hereafter defined) any Personal Data.

10.2 Client represents and warrants that it will not send Konica Minolta any Personal Data to Process unless it first sends Konica Minolta written notice of the Personal Data it wants Konica Minolta to Process, detailed instructions on how Konica Minolta is to Process the Personal Data, and executes Konica Minolta's Data Processing Agreement. As used in this Agreement, "Personal Data" and "Process" shall have the meanings given to them by the EU General Data Protection Regulation. Client agrees to indemnify, defend, and hold Konica Minolta harmless from any damages it may incur as a result of Client's breach of this Section.

11. BUSINESS PURPOSE

Client represents and warrants that the Products acquired under this Agreement will be used for business purposes only. Client also represents and warrants that Products will be used directly by Client and will not be made available for resale without the express written consent of Konica Minolta.

12. SELLER'S AGENTS

Client understands that no agent, employee, or representative of Konica Minolta has any authority to bind Konica Minolta to any affirmation, promise, representation, or warranty concerning any of the Products, and Client represents and warrants that it has not relied on any such affirmation, promise, representation, or warranty in entering into this Agreement or selecting any of the Products. Unless an affirmation, promise, representation, or warranty is specifically set forth in this Agreement, it does not form a basis of this bargain and shall not be enforceable against Konica Minolta.

13. NOTICE

All notices required to be given under this Agreement shall be in writing sent by electronic mail or reliable courier to the Parties as follows:

If to Client:	If to Konica Minolta:
City of University City	Konica Minolta Business Solutions U.S.A., Inc.
6801 Delmar Boulevard, University City, MO 63130	101 Williams Drive, Ramsey, NJ 07446
Attn:	Attn: Contract Administration

Email:	Email: MasterAgreements@kmbs.konicaminolta.us
	CC: Legal@kmbs.konicaminolta.us

14. RISK OF LOSS & INSURANCE

14.1 Upon delivery to Client's designated location, Client shall bear all risk of theft, loss or damage not caused by Konica Minolta to all Products. Client agrees to the filing of any liens and/or UCC security agreements (including UCC-1).

14.2 Client shall maintain in full force throughout the term of this Agreement such policies of insurance in order to satisfy Client's obligations hereunder. Such policies shall also include Konica Minolta as an additional insured and have an AM Best rating of at least A- VIII.

15. CONFIDENTIALITY

15.1 "Confidential Information" means any information provided by the disclosing Party (the "Disclosing Party") to the receiving Party ("Receiving Party") in tangible or intangible form; provided, that such information is conspicuously marked "Confidential". The existence of this Agreement and any Statement of Work, the relationship between the Parties, and the Client's selection of Products and their performance shall be "Konica Minolta Confidential Information" regardless of whether they are marked "Confidential."

15.2 Each Party shall protect the Confidential Information of the other Party against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own Confidential Information of a similar nature, the same being at least a reasonable degree of care. Konica Minolta and Client shall not at any time, or in any manner, either directly or indirectly, divulge, disclose or communicate the other Party's Confidential Information to any third party.

15.3 Confidential Information may be disclosed by the Receiving Party to its employees, Affiliates and professional advisers where such disclosure is necessary to perform its obligations under this Agreement; provided that the recipient is advised of the Receiving Party's confidentiality obligations and agrees to maintain the confidentiality of the Confidential Information received.

15.4 The obligations set out in this Section shall not apply to Confidential Information which the Receiving Party can demonstrate:

- is or has become publicly known other than through breach of this Section;
- was in possession of the Receiving Party prior to disclosure by the Disclosing Party;
- was received by the Receiving Party from an independent third party who has full right of disclosure;

- was independently developed by the Receiving Party; or
- was required to be disclosed by governmental authority, provided that the Party subject to such requirement to disclose gives the other Party prompt written notice of the requirement, if legally permitted.

15.5 All Confidential Information shall remain the exclusive property of the Disclosing Party. The Disclosing Party's disclosure of Confidential Information shall not constitute an express or implied grant to the Receiving Party of any license or other rights to or under the Disclosing Party's patents, copyrights, trade secrets, trademarks or other intellectual property rights.

16. PUBLICITY

Konica Minolta may make press releases or other announcements which may include Client name, trademarks, service marks, logos or quotes ("Marketing Material"). Konica Minolta shall consult with Client before releasing any such Marketing Material. Client shall provide Konica Minolta with written consent, within five (5) business days for the approval of any Marketing Material. If Konica Minolta has not received the written consent within such consent timeframe, the Marketing Material shall be deemed accepted by the Client as submitted.

17. CONSENT TO LAW, JURISDICTION, AND VENUE

This Agreement shall be governed by and construed in accordance with laws of the location where Konica Minolta is headquartered. If Konica Minolta or its assignee should bring any judicial proceeding in relation to any matter arising under this Agreement, Client irrevocably agrees that any such matter may be adjudged or determined in any court or courts of competent jurisdiction in the location where Konica Minolta is headquartered. Client hereby irrevocably submits generally and unconditionally to the jurisdiction of any such court in relation to such matters and waives the right to jury trial.

18. FORCE MAJEURE

Neither Party shall be responsible for delays or failure in performance of this Agreement (other than failure to make payment) to the extent that such Party was hindered in its performance by any act of God, labor dispute or any other occurrence beyond its reasonable control.

19. WAIVER AND SEVERABILITY

Failure by either Party to enforce any provision of this Agreement or failure to exercise those rights or elections provided for herein, shall in no way be considered a waiver of such provisions, rights or elections, or in any way impact that Party's right to later enforce or exercise the same or other provisions, rights or elections, it may have under this Agreement. If any provision of this Agreement shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not impact the validity and enforceability of the remaining provisions of this Agreement.

20. ORIGINAL DOCUMENT

Facsimile or electronic signatures shall be accepted as original signatures and this Agreement, and any document created pursuant to this Agreement, may be maintained in an electronic document storage and retrieval system, a copy of which shall be considered an original. Neither Party shall raise any objection to the authenticity of this Agreement nor any document created hereunder, based on either the use of a facsimile signature or the use of a copy retrieved from an electronic storage system.

21. ENTIRE AGREEMENT

21.1 This is the entire Agreement between Client and Konica Minolta. This Agreement supersedes any proposal, oral or written, or any other communications relating to Products purchased or Services rendered under this Agreement. Should it be determined that a pre-existing agreement was entered into between Konica Minolta and Client (including any Client Affiliates or subsidiaries), then the terms of any orders placed under said agreement shall not be affected by this Agreement. Any purchase order or other Client documentation issued to Konica Minolta covering the Products or Services are issued for Client's internal use only. Any terms and conditions contained in any such Client purchase order or other documentation shall not modify or add to the terms and conditions of this Agreement. Client may not assign this Agreement without Konica Minolta's express written consent. Konica Minolta may assign, without notice to Client, any of its rights, but not its obligations, under this Agreement.

21.2 This Agreement does not contemplate leasing. Should Client elect to lease Products and Services, any such lease will be governed by a separate and standalone lease agreement.

21.3 Except for the routine updating of the Price Catalog, this Agreement may not be modified, discharged or released except by an instrument in writing signed by a duly authorized representative of each Party. This Agreement will not be effective until accepted by an authorized representative of Konica Minolta. Notice of acceptance is hereby waived by Client.

21.4 In the event of any conflict between the terms of this Agreement, the attached Exhibits and any mutually agreed to Supplements, the terms of the Exhibits and Supplements shall control. In the event of a conflict between the terms of this Agreement and any End User License Agreement with a party other than Konica Minolta, the terms of that End User License Agreement shall control but only with regard to that third party.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives on the dates set forth below.

City of University City

Konica Minolta Business Solutions U.S.A., Inc.

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit 1

Intelligent Information Management Supplement

In addition to the general terms of the Agreement, the following supplemental terms apply for Intelligent Information Management Services that we provide to you. In this Supplement, "Software" means third party Software. "Service(s)" means Software Maintenance, Software Support Services and Professional Services. "Deliverable" means Software together with Services. "SDC" means each software development company or other licensor that has granted to you the right to use the Software. Should the terms of this Supplement conflict with those of the general terms of the Agreement, the terms of this Supplement will control.

1. Additional Defined Terms: For purposes of this Supplement, each of the following terms will have the meaning indicated herein:

- a. "Business Hours" means 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, exclusive of Holidays.
- b. "Client Derivative Work" means any work based upon any computer Software or other work of authorship owned by Client, such as a revision, modification, translation, abridgement, condensation, expansion, or any other form in which such Software or other work of authorship may be recast, transformed, or adapted, and that, if prepared without authorization of the owner of the copyright in the Software or other work of authorship, would constitute a copyright infringement.
- c. "Error" means any defect or condition inherent in the Software that causes the Software to fail to perform in accordance with the then current Documentation provided by the SDC.
- d. "EULA" means each Software license agreement under which you have been granted the right by the applicable SDC to use the Software.
- e. "Holidays" means Saturday, Sunday and any holidays observed by Konica Minolta.
- f. "Professional Services" means all services provided by Konica Minolta's IIM division to you under any Statement of Work.
- g. "Software Maintenance" means assistance in the correction of Errors encountered by you related specifically to bugs or enhancements to the Software, and delivery to you (but not installation) of Upgrades and Enhancements.
- h. "Software Support Services" means services (other than Software Maintenance) to assist you in the use of

the Software, including assistance in resolving problems encountered by you in the use of the Software, installation of Upgrades and Enhancements, responding to your questions regarding the use of the Software, and assisting you in augmenting your use of the Software, by, for example, adding new document types, applications, or indexing capabilities. Software Support Services do not include any alteration, modification or reconfiguration of the Software.

- i. "Test Period" has the meaning stated in Section 8 below.
- j. "Upgrades and Enhancements" means all new versions, improvements, modifications, upgrades, updates, and additions to the Software that SDC commercially releases to its end users generally to correct deficiencies or to enhance the capabilities of the Software; provided, however, that the foregoing will not include new, separate product offerings, new modules, re-platformed Software, or new functionality.
- k. "Work Product" has the meaning stated in Section 10.b below.

2. Statement of Work: All Deliverables provided by us under this Agreement will be documented in a SOW signed by authorized representatives of both parties. We will be paid for Deliverables, and reimbursed for expenses related thereto, in accordance with the terms contained in the SOW. Either you or we may request a change to the scope of the Deliverables to be rendered in a SOW. No change will be effective until agreed to in writing by both of us except as may otherwise be provided in any SOW. All agreed upon changes in Deliverables will be set forth in writing.

3. Your obligations: You agree to accurately and in a timely manner (i) deliver any and all

necessary information required by us for the performance of the Services and (ii) generally cooperate with us in the delivery of the Services. You will afford us sufficient time to complete the performance of our obligations which are dependent upon your prior performance of a task or obligation. You shall be responsible for the proper maintenance, use and operation of the Deliverables and for compliance with all applicable laws and regulations in the jurisdiction where the Deliverables are used.

4. Place of Work; Access: We will determine the place at which the Services will be performed. Should we notify you that any of the Services are to be performed at your facility, then you will provide access to our personnel to each such facility and all relevant systems, equipment, data, documentation and your personnel during your normal business hours, as well as suitable working space for us. We will provide collaborative communication tools for remote access to your system. If you prefer to use your own communication tools, you will provide the tool and access to us at your expense. We will comply with any and all commercially reasonable security measures of which you make us aware in advance with respect to such access, which may include restricting access to confidential or proprietary systems or information. We shall comply with all license requirements of the materials and shall install the materials according to such licenses only. Updates, upgrades or other enhancements which are provided by the manufacturer of the materials shall not be our responsibility. Unless specifically agreed to by the Parties, we shall not be responsible for the installation of any network and electrical cabling and connectors required for operation and installation of the hardware and Software. We shall inform you in advance of any special wiring or cabling required.

5. Fees and Costs: You agree to pay the full invoiced amount of Software Maintenance Fees prior to the start of Services. Late payments may require a reinstatement fee up to 20% of the annual amount to re-instate the Service and upgrade assurance. The annual Software Maintenance Fees are subject to increase, upon renewal of the annual Software Maintenance term, at the sole discretion of the Software owner. Additional extended Software Support fees may apply. We will provide notice of any such increase to you as soon as so notified by the Software owner. Your ability to decommission licenses, users, or swap licenses, with a corresponding adjustment of the Software license fee and associated maintenance cost, is subject exclusively to the Software owner's policies and pricing. We will request on your behalf that such

changes be made but approval is at the Software owner's sole discretion. In the event the Parties renew the term of a Hosting or Subscription SOW issued pursuant to this Supplement, we shall provide an estimation of the Fees to be charged during the renewal term. We shall provide notice of any such increase to you promptly.

6. Estimates and Expenses: Estimates of project fees in a SOW are not guaranteed. We will notify you as soon as possible if an estimate is likely to be exceeded, and you may thereupon terminate the SOW, effective forty-eight (48) hours after written notice of such termination is given to us, and pay only for Services rendered and expenses actually incurred up to the date of termination. You agree to reimburse us for all reasonable expenses incurred by us in connection with the performance of Services under this Agreement, including travel expenses such as airfare, car rental, lodging and meals. To the extent we provide on-site Services and you cancel any scheduled appointments or Service delivery date less than five (5) business days prior to the scheduled date, you agree to pay twenty-five percent (25%) of our prevailing per diem labor rate for the affected personnel.

7. Progress Reports and Milestones: We will report to you the progress of the Services, including meeting any milestones, and completing the tasks for the Services. Unless otherwise agreed by the Parties in writing, such progress reports will be prepared at weekly intervals and include a reasonably detailed summary of accomplishments, difficulties, potential or actual slippage in meeting deadlines, completion of budgeted tasks, hours worked by us, tasks in progress and any non-compliance by you or us with the terms of the applicable Statement of Work. Either Party may propose meetings as necessary and at reasonable intervals to discuss progress on completing the professional Services. Each Party will use commercially reasonable efforts to prepare for and attend each meeting at the agreed upon time and location.

8. Acceptance: When we provide you with a Deliverable pursuant to a SOW, you will have thirty (30) days from the date of receipt (or such longer period as may be set forth in the applicable SOW) to evaluate, review and test such Deliverable ("Test Period") in accordance with the specifications and test criteria set forth in the applicable SOW. In the event that you believe that a Deliverable does not conform in any material respect to the specifications or the test criteria set forth in the applicable SOW, then you will notify us in writing within the Test Period, setting forth

in reasonable detail the reason why you believe that such Deliverable does not conform. You will identify all non-conformities within a single written notice of rejection, unless non-conformity prevents you from evaluating, reviewing and testing the Software. You may reject a Deliverable for its material failure to conform to either the specifications or test criteria set forth in the applicable SOW. Further, if we have not received a written notice of rejection of a Deliverable within the Test Period, then such Deliverable will be deemed to be accepted by you. If you send us written notice of rejection of a Deliverable within the Test Period, then we will have thirty (30) days from the date of receipt of a written notice of rejection to either (i) correct the non-conformities that you identify in the written notice, or (ii) develop a mutually agreeable plan to correct the non-conformities within an agreed period of time not less than thirty (30) days. We will use commercially reasonable efforts to correct such non-conformities and, upon correction, we will resubmit the corrected Deliverable to you for evaluation, review, and testing and the procedure set forth above will be repeated. Such procedure will continue until the earlier of (i) the expiration of the Test Period without delivery of a written notice of rejection by you, or (ii) the date written notice of acceptance is delivered to us by you.

9. Obligations upon Termination: Either Party may terminate this Supplement without cause by giving the other Party at least ninety (90) days' notice. Either Party may terminate this Supplement if the other Party fails to cure a breach of any term or condition stated herein within thirty (30) days of written notice of such breach. Upon the expiration or termination of this Supplement for any reason, all amounts not disputed in good faith that you owe to us for work performed prior to the date of such expiration or termination shall be immediately due and payable. Without waiver of our rights under this Supplement we may, in lieu of termination, elect to suspend performance of the Services, in which event the due date of any of our invoices shall be accelerated so that they become due and payable immediately.

10. Intellectual Property:

- a. Except as otherwise set forth in Section 10.b below, each Party shall retain all ownership and intellectual property rights in and to its own tangible and intangible property, whether or not supplied to the other in connection with the Services, and nothing in this Agreement or any SOW shall be construed to give either Party any right to the other Party's property absent an express grant of such right herein. Any of your data that we insert into any

Software or custom-developed application for purposes of providing Services under this Agreement shall remain your sole property; provided that such Software or custom-developed application shall remain the property of the Software maker or the application developer, as the case may be. You may use such Software or application in accordance with the terms of this Agreement and the EULA applicable to the Software or application. We represent and warrant that we have obtained all licenses necessary to use and sub-license third party intellectual property for purposes of this Agreement.

- b. **Ownership of Work Product.** All copyrights, patents, trade secrets, or other intellectual property rights associated with any ideas, concepts, techniques, inventions, processes, or works of authorship conceived, developed or created by us or our personnel during the course of performing Services for you and/or embodied in any Software, Documentation or other item delivered by us to you (other than third party Software and/or Documentation that is expressly licensed to you and other than any of your Derivative Work), whether conceived, developed and/or written before or after the date of this Agreement (collectively, the "Work Product"), will belong exclusively to us, and any and all right, title and interest that you may have in any and all Work Product is hereby assigned by you to us. The rights so assigned to us include, but are not limited to (i) all intellectual property rights owned or claimed by you embodied in the Work Product, or any portion of the Work Product; and (ii) all rights held by a copyright holder under applicable law. Upon our request, you will take such further actions, and will cause your personnel to take such further actions, including execution and delivery of instruments of conveyance, as may be appropriate to further document or effectuate the foregoing. Notwithstanding anything to the contrary in this Section 10.b, you shall own all right, title and interest in and to any custom software code that we develop exclusively for you hereunder.

11. Compensation for Hiring other Party's Employees: During the term of this Agreement and for twelve (12) months thereafter, if either Party hires (whether as an employee, independent contractor or otherwise) any employee of the other Party (or ex-employee within six (6) months of such employee's termination of employment) who was directly involved

in the provision of Services hereunder, the hiring Party shall pay to the other Party as reasonable compensation for the loss of the employee the sum of fifty thousand dollars (\$50,000).

Software Support Addendum

This Software Support Addendum sets forth the terms and conditions under which we will provide professional Services or general support Services (including without limitation consulting Services, installation Services, integration Services, configuration Services, custom development, and/or project management) with respect to your licensed Software.

1. If Software Maintenance is contracted under this Agreement we will provide Software Maintenance for the Software licensed under this Agreement. If you subscribe to Services with respect to a particular licensed Software, and so long as you are not in default under this Agreement, we will provide technical support for Software during Business Hours. As used in this Software Support Addendum, Business Hours shall be from 8:00 a.m. through 8:00 p.m. Pacific Time.

2. The term "Request for Services" means a request for Services, in the form of a written request, via telephone or email, setting forth a detailed description of the Services being requested, including, but not limited to, the scope, goals and objectives of the Services, and a timeline for completion of the Services. Request for Services can be emailed to iim.support@kmbs.konicaminolta.us.

3. Technical support shall consist of telephone or email response to you within four (4) Business Hours of your request. If you require technical support outside of Business Hours, such Services shall be performed at our hourly rates listed in the SOW or as may be agreed to by the Parties. We will first attempt to resolve any problem by telephone. At the time of the call, we will notify you in the case of a billable call, such as after-hours support. We will next attempt to resolve the problem remotely.

4. Upon your purchase of Software Maintenance, and so long as you are not in default under the payment terms applicable to the Assured Licensed Software, Services can be provided. Services cannot be provided where Software Maintenance is not in good standing with the SDC.

5. WE SHALL HAVE NO LIABILITY FOR LOSS OF CLIENT DATA, IT BEING UNDERSTOOD THAT YOU SHALL BE SOLELY RESPONSIBLE FOR ALL NECESSARY BACKUP AND DATA SECURITY, UNLESS SUCH LOSS IS CAUSED BY OUR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. You acknowledge and agree that you are solely responsible (i) for the day-to-day operation, supervision, management and control of the Software, including, but not limited to, providing training for your personnel, instituting appropriate security procedures and implementing reasonable procedures to examine and verify all output before use; and (ii) for your data, your database, and for maintaining suitable backups of the data and database to prevent data loss if hardware or Software malfunctions. Except to the extent caused by our gross negligence or willful misconduct, we shall have no responsibility or liability for your selection or use of any hardware, systems, the Software or any other third party Software.

6. If remote support is contracted hereunder, such support will be provided via our Help Desk as further described in the Help Desk & Training Addendum.

Help Desk & Training Addendum

1. You agree to maintain at a minimum one certified System Administrator who will be the primary contact for our Help Desk. If at any time the System Administrator is no longer employed by you or their duties no longer include support of the IIM solution, Help Desk support may be billable until the training requirement has been met by the new System Administrator.
2. We may offer system administration Services to you if do not have system administration capabilities. These Services are provided by the Help Desk and can be provided on an ad hoc basis. The Parties will execute a separate agreement detailing the terms. These Services can be provided on the following basis:
 - a. Annual System Administration Services Agreement: Normally, X hours per month, paid annually as part of the maintenance renewal; or
 - b. Pre-paid block of support hours to be used as needed.
3. **Help Desk Support:** We will provide you with telephone help desk support to those certified by the SDCs or by us directly. Help Desk support extends to questions relating to features, functionality, troubleshooting, errors, bugs and general subjects and issues that the System Administrator is working with that may be affecting end-users.
4. Upgrades, database related issues, scripting, custom programs, integration to host applications, enhancements, topics related to new projects, consulting, training, reconfigurations, on-site support, end-user calls or calls from non-certified individuals are not included in Help Desk support. We provide an avenue for these items to be funded through (i) pre-paid block of hours, (ii) on a time and materials basis or (iii) staff augmentation. Pre-paid blocks of hours are purchased and used under the terms set forth in the general terms and conditions.
5. If it is determined that the Help Desk privilege is being used excessively, we will meet with you and determine a course of action that may require additional training, on-site Services or termination of the Help Desk Services.

Software Maintenance Addendum

This Software Maintenance Addendum sets forth the terms and conditions under which we will provide maintenance and technical support services for your licensed Software, including the delivery of Upgrades and Enhancements from the Software Development Company.

Software Maintenance.

1. Generally: Upon your purchase of Software Maintenance with respect to a licensed Software (an "Assured Licensed Software"), and so long as you are not in default under the payment terms applicable to the Assured Licensed Software, Services can be provided. Services cannot be provided where Software Maintenance is not in good standing with the SDC. We shall: (i) use commercially reasonable efforts to correct any properly reported Error(s) in the Software reported in accordance with our current policies for the reporting of Errors, and which are confirmed by the SDC, in the exercise of its commercially reasonable judgment; (ii) use its commercially reasonable efforts to correct any properly reported defect(s) (non-conformity to functional specifications mutually agreed upon by us and you) in any configurations of the modules of the Software that are created by us or any integrations of the Software with other applications, Software or hardware that are configured or created by us, which are confirmed by us, in the exercise of our commercially reasonable judgment; and (iii) upon your request, provide technical support, assistance and advice related to the operation and use of the Software by you, or any problems with any of the foregoing.

2. You will report Errors in the Software as set forth in the support guide attached hereto as Exhibit A.

3. You may also have the option of contacting the Software manufacturer directly in some cases. Additional charges may apply. If you opt to call the manufacturer directly, any and all charges will be billed to you either through the manufacturer at the time of the engagement or through us, subsequent to the engagement.

4. Exclusions: We are not responsible for providing, and are not obligated to provide, Software Maintenance or Upgrades and Enhancements under this Addendum: (i) in connection with any Errors or problems that result in whole or in part from any alteration, revision, change, enhancement or modification of any nature of the Software, including

any configuration of modules of the Software that was not undertaken by us or SDC or authorized in writing in advance by SDC; (ii) in connection with any Error if we (directly or through SDC) have previously provided corrections for such Error, which correction you choose not to implement; (iii) in connection with any Errors or problems that have been caused by errors, defects, problems, alterations, revisions, changes, enhancements or modifications in the database, operating system, third party Software (other than third party Software bundled with the Software by SDC), hardware or any system or networking utilized by you; (iv) if the Software or related Software or systems have been subjected to abuse, misuse, improper handling, accident or neglect; or (v) if any party other than us or the SDC has provided any Services in the nature of Software Maintenance to you with respect to the Software.

5. Delivery of Software Updates: Delivery of Software updates, patches and upgrades will be electronic only.

6. Upgrades and Enhancements: We will provide to you, in accordance with the SDC's then current policies, all Upgrades and Enhancements to the Software released by the SDC during the term of this Addendum. You acknowledge and agree that the SDC has the right, at any time, to change the specifications and operating characteristics of the Software and the SDC's policies respecting Upgrades and Enhancements and the release thereof to its end users. Any Upgrades and Enhancements to the Software and Documentation shall remain proprietary to the SDC and the sole and exclusive property of the SDC, and shall be subject to all of the restrictions, limitations and protections of the EULA. All applicable rights to patents, copyrights, trademarks, other intellectual property rights, applications for any of the foregoing and trade secrets in the Software and Documentation and any Upgrades and Enhancements are and shall remain the exclusive property of the SDC.

7. Improper Software Use: Neither we nor the SDC are responsible for providing, and are not obligated to provide, Support Services or Upgrades and Enhancements under this Addendum if: (i) the

Software has been altered, revised, changed, enhanced or modified in any manner that was not authorized in writing in advance by the SDC; (ii) the Error is caused by errors, defects, problems, alterations, revisions, changes, enhancements or modifications in the database, operating system, third party Software (other than third party Software bundled with the Software by the SDC), hardware or any system or networking utilized by you; (iii) the Software has been subjected to abuse, misuse, improper handling, accident or neglect; or (iv) any party other than us or the SDC has provided any Services in the nature of Support Services to you with respect to the Software.

8. Software Maintenance Fees and Payment

Terms: You will pay us annual Software Maintenance fees identified in this Addendum (“Annual Software Maintenance Fees”). We will not have any obligation under this Addendum until receipt of payment has occurred for the designated period. The start date of Service will always be rounded forwards or backwards to the first of a month and hereafter be known as the anniversary date. We will invoice you for subsequent Annual Software Maintenance Fees at least forty-five (45) days prior to the anniversary date. In the event that add-on licenses are purchased for an existing Product group during a covered Software Maintenance period, the Annual Software Maintenance Fees will be amortized to the established anniversary date. If a Product is added for what is considered to be part of a new Product group, the Annual Software Maintenance Fees to be added will be computed by adding the period to the anniversary date plus one year. In no event, will you be invoiced for Software Maintenance on a module or seat more than once per year and we will always work with the multiple SDC’s listed in this Addendum to have all Annual Software Maintenance Fees be coterminous.

9. Software Maintenance Start Date: The start date is defined by the SDC. Unless otherwise specifically agreed to, the date the Software was purchased will be used to set the start date. The start date of Service will always be rounded forwards or backwards to the first of a month and hereafter be known as the anniversary date.

10. Annual Increases: The Annual Software Maintenance Fees are subject to increase, upon renewal of the annual Software Maintenance term, at the sole discretion of the SDC. We shall provide notice of any such increase to you as soon as so notified by the SDC.

11. Term, Renewal and Termination: Subject to the early termination provisions of this Section, the initial term of Service under this Supplement commences on the first day of the month closest to the date the Software licenses are installed or delivered and expires on the first anniversary of that date. Service will automatically renew for additional one (1) year terms unless it is terminated in accordance with this Section, and are non-refundable.

12. For Convenience: Either Party may terminate this Service at any time, for any reason or for no reason, upon not less than ninety (90) days’ advance written notice to the other Party.

13. For Cause: Either Party will notify the other Party (as the “Breaching Party”) in writing of any breach of this Addendum specifying the nature of the breach. If the Breaching Party has not cured the breach within thirty (30) business days’ after receipt of written notice, the other Party will be entitled, in addition to any other rights it may have under this Addendum, or otherwise at law or in equity, to terminate this Addendum.

14. Non-Renewal: You may elect not to renew this Addendum by providing written notice to us no less than sixty (60) days before the end of the then-current term. If notice is not received, then Service under this Addendum will automatically renew on the expiration date.

15. Automatic Termination: Your access to Software terminates automatically, without any other or further action by either Party, immediately upon any termination of the EULA or in the case where the version of the Software that is currently installed by you is no longer a supported version by the SDC. For the avoidance of doubt, termination of your access to one Software covered by this Addendum shall not affect your access to, or license to use, any other Software covered under this Addendum to the extent the EULA for such other Software has not been terminated or such other Software remains at SDC’s then-supported version(s).

16. We may give written notice to you of any breach by you or other failure by you to comply with any material term or condition of the EULA or this Addendum, specifying the nature of the breach or non-compliance and requiring you to cure the breach or non-compliance. In addition to any other rights we may have under this Addendum, we may terminate this Addendum if, in the case of non-payment, any breach of the EULA or any breach of this Addendum, you have not cured the breach or non-compliance

within thirty (30) business days after receipt of the written notice.

17. If this Addendum is terminated by you for convenience or by us for cause, you must pay us for: (i) all Software Maintenance provided on a time and materials basis on or prior to the effective date of termination; (ii) all Annual Software Maintenance Fees past due with respect to any period occurring prior to the effective date of termination; and (iii) all incidental costs and expenses incurred by us at any time on or prior to the effective date of termination and previously approved by you in writing.

18. If this Addendum is terminated, your Software Maintenance will remain in place until the end of the then-current term with SDC. Software Maintenance Fees are an annual commitment with the SDC and will not be refunded.

19. The termination of this Addendum will not discharge or otherwise affect any obligations of either Party existing under this Addendum before, or at the time of termination. The provisions of this Addendum which by their nature extend beyond the termination of this Addendum will survive and remain in effect until all obligations are satisfied.

20. Payment Remit Date and Late Payment: You will pay all invoices for Annual Software Maintenance Fees for the upcoming year in full on or before the last day of the then-current term of this Addendum. You will pay the invoice for the Annual Software Maintenance Fees for the period prior to the anniversary date occurring. Late payments may require a reinstatement fee up to twenty percent (20%) of the annual amount to re-instate the Service and upgrade assurance.



KONICA MINOLTA

ECM SUPPORT GUIDE

TECHNICAL SUPPORT

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CONTACTING US



MAIN SUPPORT LINE
(800) 362-8772 (option #1)
8:00 am – 8:00 pm ET



MAIN SUPPORT EMAIL
ecm.support@kmb.konicaminolta.us
available 24/7 for incident submission

INTRODUCTION

The Konica Minolta Technical Support Team assists its customers who use, install or develop the solution provided by Konica Minolta. This document defines expectations between the Support Team and its customers, and will be circulated amongst clients in good account standing and who have signed a software maintenance contract.

Additionally, it will be used to ensure the Technical Support Team is held to set standards to provide a guideline of information and expectations. This document defines the following:

- Contact Information
- When to engage the support team
- How to report an incident
- How to define issue severity
- Responsibilities (our support team and our customers)
- Hours of operation

Disclaimer: This support guide does not replace the Software Maintenance Agreement. This document merely outlines Konica Minolta support best practices and support policy expectations.

TERMINOLOGY DEFINITIONS

Konica Minolta Solution: All software and hardware configured by Konica Minolta ECM Professional Services.

Supported: Any solution configured in a production or non-production environment that has been transitioned to Support. Other activities will still be supported but may trigger fee-based resource activity. See further detail below.

Best Practice: Methods and techniques that have consistently shown results superior than those achieved by other means, and which are used as benchmarks to strive for. Best practices are only recommendations and may not be the best solutions for all systems. Careful consideration on the impact of any changes to a system should be analyzed before implementation.

Response: Any attempt made by the client or Konica Minolta support representative to address an incident. This includes phone, email, or on-site discussions.

Supported Systems: Any software or hardware purchased by client from Konica Minolta where a valid maintenance agreement exists.

SCR: An SCR is opened to resolve a software defect or request an enhancement to the software.

Emergency: A Severity 1 or 2 issue that requires immediate attention due to impact to the customer's business processes.

Team Lead: Internal Konica Minolta escalation point with a high level of knowledge. This person is often engaged to provide additional troubleshooting steps for high severity issues.

Account Manager: An assigned Konica Minolta resource available free of charge to serve as customer advocate, helping investigate possible solutions for efficiency and cost savings. Account Managers specialize in:

- Strategic planning
- Consultative assistance for short-term solutions and long-term road maps
- Knowledge of new products and functionality
- Gathering estimates and pricing information for solution enhancements

Network: A system of computers, peripherals, terminals, and databases connected by communication lines.

Production Environment: The system or systems being utilized by workers for the sake of conducting day-to-day business operations for a company. This is commonly referred to as "PROD".

Non-Production Environment: The system or systems being used to evaluate new configurations to implement into the Production environment. This is commonly referred to as "TEST".

Incident: Any break/fix problem that is created and tracked by an Konica Minolta Support team member which was reported by a client.

KONICA MINOLTA SUPPORT EXPECTATIONS



SUPPORTED ITEMS

Software: Any software that has a current support and/or maintenance contract associated with it.

Hardware: Konica Minolta Support is available to troubleshoot hardware associated with the provided Konica Minolta Solution in an attempt to determine root cause of an issue. See (right) definition of support activities and scope included.

GOALS

Konica Minolta's technical support philosophy is one that strives to provide your organization with the support services you need to maximize the benefits of your overall solution purchase. Konica Minolta's support programs are designed to ensure your needs are met in a timely and efficient manner.

- Proactive follow-up on all open incidents in a reasonable amount of time based on Severity (see page 7).

RESPONSE TIMEFRAMES

Response time is determined only after the problem has been properly received through Konica Minolta's error reporting procedure and categorized into one of three levels

- Respond to Severity 1 issues within one (1) working hour.
- Respond to Severity 2 issues within four (4) working hours and use best efforts to restore.
- Respond to Severity 3 issues within working day, will provide fixes within a reasonable time and will inform the Client when fixes will be provided.

ISSUE PRIORITIZATION

Support calls are prioritized on two criteria:

- The severity of the issue against other client software solutions in production.
- The order in which they are received. Customer emergencies always take precedence over non-emergencies.

SEVERITY DEFINITION

SEVERITY 1: Complete system failure and/or critical business function failure. The supported solution is completely unavailable for all critical business units. Only a Production incident can be classified this severely. The goal is to resolve these issues as soon as possible.

Example: All users are unable to access the Konica Minolta solution.

SEVERITY 2: No system failure, but the Client's users are unable to access or execute critical system functions. The supported solution is intermittently unavailable for all users, or there is serious performance degradation to the point where the system is unusable. Single user issues can be escalated to this severity if the issue is preventing a critical business function. Only a Production incident can be classified this severely. The goal is to use best efforts to restore.

Example: Web client users attempt to retrieve documents receive an error message. Users with access to the Thick Client are still able to access documents.

SEVERITY 3: Application not performing per documentation, but the Client's users can perform basic job functions with alternate procedures. Non-Production environment (TEST) incidents are classified with this severity rating. Konica Minolta will provide fixes within a reasonable time and will inform the Client when fixes will be provided.

CLARIFYING SUPPORT ACTIVITIES

The purpose of this section is to solidify the activities of the Support Team. The following assumes that the customer is in good standing with software maintenance. If maintenance is not active or a mutually agreed upon plan to activate maintenance is not in place, then all activity pertaining to this software is a billable event. If the customer has never purchased this software, then the responsibility to address the question or issue is held with the Konica Minolta Sales team. Incidents requiring additional fee-based resources will be coordinated by the client's Account Manager. Konica Minolta Support will spend a reasonable amount of time triaging the issue(s) to determine the root cause and report to the customer regarding whether the incident can be covered under normal support or if the work will require additional fee-based resources.

Included activities (per the "Support Guide" and "Maintenance Agreement"):

- Software defects that surface in the form of an error message and/or resulting in either a data integrity and/or data loss issue.
- Production issue is being experienced and a specific error message is being displayed.
- Non-Production issue is being experienced and a specific error message is being displayed.
- Published documentation contradicts actual behavior of the software (not to be confused with cases where documentation does not exist).

Conditions that can cause the activity to involve fee-based resources:

- Error message is determined to be related to system performance (network, database, resources, etc.).
- Error message is determined to be related to an external application or system (Windows Operating System, Hardware, 3rd party application).
- Workflow, WorkView, or API solution will need to be modified to achieve desired results.
- The work was at one point in time accepted by the customer (sign off sheet) and now the work is required to be changed, or changes are requested by the customer.
- Consulting, how to, and training type questions
 - o Customer is inquiring how to design, create or configure a new solution for specific business problems.
 - o Customer is asking Konica Minolta to explain how a particular software component functions, when documentation is typically available online.
 - o Customer is encouraged to utilize readily available online resources to receive documentation, review blog posts, etc.

KONICA MINOLTA AVAILABILITY

STANDARD HOURS OF OPERATION



Maintenance and Support Services will be available during the hours of **8 a.m. to 8 p.m., Eastern Time, Monday through Friday, excluding holidays.**

HOW TO REPORT AN ISSUE



During normal business hours Konica Minolta Support is available by phone at: **800-362-8772** (option #1), or



email at: **ecm.support@kmbs.konicaminolta.us**. Issues can be submitted after hours via email.

CUSTOMER EXPECTATIONS

TROUBLESHOOTING

At a minimum, you will be asked the following when contacting Support. This information is used to determine issue severity and prioritization:

- Is this happening in PROD or TEST?
- Where is the issue happening?
- Did you receive an error message of any kind?
- Was this ever working correctly?
- Is this the first time you have received this message?
- What were you attempting to do when you received the issue (step by step)?
- Can you replicate this issue every time or is it sporadic?
- Are you aware of others in your office experiencing the same issue?
- Have any troubleshooting steps already been taken?
- Are Diagnostic console, Event viewer or IIS logs available?

After gathering this information, the technician will enter it into the incident along with any relevant screenshots. Follow-up and update communication will be disseminated based on the severity of the incident (see Severity Definition section for specifics) by phone or email.

INVOLVE AN ACCOUNT MANAGER

This section identifies common questions from clients received by Support that should go directly to the Account Manager:

- New software purchase question.
 - Example: We think we want to buy product “X” to meet a business need, is this the right choice?
- High level review of solution architecture to determine best practices for future projects.
- New software configuration.
 - Example: We’ve purchased software or a device and now we need Konica Minolta to configure it.
- How do we get additional training?
- We need additional licenses.
- I need a staff augmentation or SOW created.

REMOTE SESSIONS

Clients in good standing that have signed a mutually acceptable Software Maintenance Agreement are expected to provide a means for remote access to support them technologically. This may be in the form of VPN access or assisted access via a screen sharing utility such as WebEx, GoToMeeting, etc.

RESPONSE EXPECTATIONS

A qualified contact should respond to follow-up attempts made by Konica Minolta Support within three attempts. If a response has not been received in this timeframe, then the incident will be closed.

CONTACT

It is anticipated Konica Minolta Support will work with a contact who has a basic knowledge of OnBase® or the software solution being used and has, or is able to provide, access to the Disk Group locations, OnBase database, OnBase Configuration, workstation PCs and Servers necessary to resolve issues. This contact person would be an internal escalation point for technical issues at the client location. If a severity 1 or 2 incident is opened, Konica Minolta Support would reach out to this point of contact first to begin the troubleshooting process. If an established point of contact is no longer available, then it is the client’s responsibility to inform Konica Minolta Support to update our records.

UPGRADES AND CHANGES

The defining activity of an upgrade is changing the existing Production or Test environment version of the software to a newer version. This upgrade involves requiring a code from Hyland Software to update the database, which Konica Minolta Support will facilitate.

Example: Client decides to upgrade from OnBase 9.2.0.536 to 9.2.1.536 to correct an outstanding defect. The service pack is identified as the third number from the left in this example (0 and 1). This may require an upgrade to sub-schemas in the database, which would require an upgrade code from Hyland.

Konica Minolta will support the customer during an upgrade process, however, the standard support activities clarified above will still apply. If the customer desires additional services related to an upgrade, such as test plan design, test execution, or deployment activities, then the customer is advised to contact their Account Manager to engage the Professional Services Team. Konica Minolta support can be scheduled to provide upgrade codes so that the software version can be upgraded.

Other significant changes to a client's environment should also be communicated to Konica Minolta Support. Examples of events that could qualify as significant include the following (not an exhaustive list):

- Disk Group migration from one storage location to another
- Major Operating System deployment (XP>Windows7)
- Database version upgrades or reinstalls
- Server Operating System Upgrade (IIS version change)

***Advanced notification of significant changes is appreciated for continued, quick incident resolution.*

KNOWLEDGE-BASE LINKS

Exhibit 2

Intelligent Information Management Scanning Supplement

In addition to the general terms of the Agreement, the following supplemental terms apply for Intelligent Information Management Scanning and Conversion Services that we provide to you. In this Supplement, "Service(s)" means: (i) image conversion services, (ii) film conversion services, (iii) converted content delivery and (iv) scanned material storage. "Deliverable" means the images resulting from the performance of the Services on record material provided to Konica Minolta by Client under this Supplement. Should the terms of this Supplement conflict with those of the general terms of the Agreement, the terms of this Supplement will control.

A. Purpose: You desire to use the Services provided by us hereunder. We hereby agree to accept for Service under our management system and you agree to deposit such record material as identified on an initial pick-up and delivery form or digital delivery log. Subsequent deposits shall be identified by additional pick-up and delivery forms or digital delivery logs to be issued by us, as required and described in Section K of this Supplement, at the time of such deposits. The Parties agree to the scope of the project as described in Section J(i) and the specifications of the conversion as described in Section K of this Supplement.

B. Ownership and Right to Copy. You certify that you are authorized by the owner of the documents and data included in Section K of this Supplement to deliver these documents and data to us to be duplicated and captured electronically. You further certify that copying and electronically capturing these documents will not violate any copyrights.

C. Access To and Release of Deposits. Due to the confidential nature of your deposits, and deposits of our other clients, we shall restrict access to your deposits to your authorized representatives, who may examine such deposits in designated areas of our premises, or via the Konica Minolta provided secure Cloud portal. With the exception of circumstances described in Section E of this Supplement, we shall not disclose or deliver deposits, or provide portal access, to any person or other entity unless specifically directed to do so in writing by you. We shall not be liable for any delay in granting access or delivery of deposits caused by our verification of the authorized status of a person or entity requesting access to same. We may restrict or refuse access to, and/or removal of, deposits for non-payment of charges as described in the payment provision of the Agreement.

D. Incidental Transportation. As part of the Services provided hereunder, we may, from time to

time, deliver deposits to you upon your request. The Parties agree that such delivery is incidental to our storage, imaging and conversion function, and we or our designee shall be deemed a contract or common carrier, and the liability provisions of Section G hereof shall apply to any such ancillary transportation services.

E. Legal Process. We shall not be liable to you or any third party for the disclosure of or the seizure, attachment, garnishment or subpoena of your deposits pursuant to civil or criminal legal process issued against you, your employees or your agents, which directs us to hold, disclose, turn over or surrender such deposits pursuant to such legal process.

F. Voluntary Destruction of Deposits. Upon written approval from you, including any blanket approval provided by you, we shall destroy all or a portion of your deposits. Under such circumstances, you release us from any and all liability by reason of destruction of such deposits pursuant to such authority.

G. Limitation of Liability. We shall be liable to you only for loss or damage to deposits caused by, or resulting from, our gross negligence or willful act. The amount of any such liability shall be limited to the Standard Maximum Valuation specified in Section J(iv) herein. Additionally, we shall be liable for loss or damage to deposits resulting only from perils covered by our insurance policy. Nothing contained herein shall be construed to prevent you from procuring and maintaining your own insurance on such deposits. Any claims against Konica Minolta must be made in writing and delivered to us by certified mail, within thirty (30) days after the return of the deposits to you, or your receipt of notification of any event or occurrence affecting such deposits. With respect to Deliverables, we shall be liable for no more than the fees paid by you for the work performed by us during

the twelve (12) months immediately preceding the occurrence of the event giving rise to such liability.

H. Term. This Supplement may apply to a single, one-time Service event or an ongoing Service relationship, in each case for a Term as specified in the Agreement or a corresponding Statement of Work (SOW) issued to this Supplement.

If this Supplement will apply to a single, one-time Service event, this Supplement will become effective on the Effective Date of the Agreement this Supplement is attached to and will remain in effect until the completion of the volume of work agreed to by you as described herein.

If this Supplement will apply to an ongoing Service relationship, this Supplement will become effective on the Effective Date of the Agreement this Supplement is attached to and will remain in effect for the period described in the Agreement.

This Supplement will automatically renew for additional one (1) year terms unless it is terminated in accordance with Section I. You may elect not to renew this Supplement by providing written notice to us no less than sixty (60) days before the end of the then-current term. If notice is not received, then this Supplement will automatically renew on the expiration date.

I. Termination or Cancellation. You may cancel this Supplement at any time, subject to the following conditions listed as (i), (ii), and (iii).

(i) **Unauthorized Termination by the Client.** If you terminate this Supplement prior to the commencement date of the initial term, or prior to the expiration date of the applicable term, or at an expiration date without thirty (30) business days' advance written notice, and the termination is for any reason other than a default by us which we have not cured within ten (10) business days from receipt of your notice, all payments due us pursuant to this Supplement, including but not limited to the cancellation fees as defined in Item (ii) of this Section, shall be due and payable to us at the time of termination.

(ii) **Cancellation Fees.** In the event of our termination of this Supplement for reason of your default, or in the event of an unauthorized termination by you, and this Supplement applies to a single, one-time Service event, you shall pay to us as cancellation fees a sum equal to sixty percent (60%) of the remaining committed volume of work, as described in

this Supplement. You agree and stipulate that (a) the damages or losses which would be sustained by us by reason of the termination are uncertain and difficult to ascertain, and that the amount determined hereunder represents a reasonable method of estimating such damages or loss; (b) the amount determined hereunder is a reasonable estimate of the damages or losses which would be sustained by us by reason of the termination; (c) the amount determined hereunder is reasonably proportionate to the damages or losses that would be sustained by us; and (d) the amount determined hereunder is in the nature of liquidation damages and is not nor at any time should it be deemed or construed a penalty.

In the event of our termination of this Supplement for reason of your default, or in the event of an unauthorized termination by you, and this Supplement applies to an ongoing Service relationship, you shall pay to us as cancellation fees a sum equal to sixty percent (60%) of the following amount: the product of one (1) month's average billing based upon the last three (3) full months' billing immediately preceding the effective date of termination multiplied by the number of months and fractions thereof remaining from and after the effective date of termination to the expiration date of the then applicable Term of this Supplement. If the effective date of termination occurs prior to our receipt of three (3) full months' billing following full production, an estimate based on the proposed cost of the backfile conversion divided by the proposed delivery time shall be the reasonably anticipated one (1) month's average billing based upon your Service volumes as set forth in this Supplement to you. If you terminate this Supplement prior to the commencement date of the initial term, the full term specified in Section H of this Supplement shall apply. If you terminate this Supplement at the expiration date of the then applicable term without the sixty (60) days' advance written notice, the next full term specified in Section H of this Supplement shall apply. You agree and stipulate that (a) the damages or losses which would be sustained by us by reason of the termination are uncertain and difficult to ascertain, and that the amount determined hereunder represents a reasonable method of estimating such damages or loss; (b) the amount determined hereunder is a reasonable estimate of the damages or losses which would be sustained by us by reason of the termination; (c) the amount determined hereunder is reasonably proportionate to the damages or losses that would be sustained by us; and (d) the amount determined hereunder is in the nature of liquidation damages and is not nor at any time should it be deemed or construed a penalty.

(iii) Files and Other Materials. We will have the absolute right to retain in our exclusive possession all completed work, pending work and your documents awaiting processing until such time as you have paid and satisfied all payments due us hereunder, including but not limited to payment of cancellation fees as defined in Item (iii) of this Section. Upon full payment to us, we shall provide to you all completed work, pending work and your documents waiting processing.

J. Project Terms.

(i) Scope of Project: Scanning and/or conversion Services as defined in the SOW attached hereto. Furthermore, we shall provide storage for your source records in a secured area, reasonably designed to prevent loss or damage from any environmental or other cause, and shall provide reasonable inventory and retrieval procedures to ensure expeditious availability and control of deposits.

(ii) Bailment/Duty of Care. The Parties agree that we shall hold all deposits under bailment and we shall exert reasonable care with respect to the custody, protection, storage and release of such deposits.

(iii) Quality Assurance. We perform extensive quality assurance on work-in-process and completed work. We typically exceed industry standards for quality. Industry minimum standard benchmarks include 94% accuracy on data entry that does not use double-key verification and 99.95% accuracy on data entry that has been double-key verified. (Index quality metrics are based on total characters.) Image quality is subjective and is judged by the ability to read the contents of images well enough to make them reasonably useful in the course of business. Images may, but should not be expected to, be more readable than the originals. We make every effort to 'bring out' poor quality originals, but cannot always be successful.

You agree to perform your own quality assurance on Deliverables provided by us to ensure that the materials meet the minimum standards stated above and to ensure that the work has been completed as agreed to in the SOW. In the event that we do not meet minimum standards as stated above, we will undertake at no charge to correct materials until it reaches the minimum standards. The materials and documentation must be presented to us within thirty (30) days' from delivery of materials. If the materials are presented after thirty (30) days, then we shall charge forty dollars (\$40.00) per man-hour for re-

loading the batch, pulling boxes and performing modifications.

The accuracy and quality levels, as stated above, will be reviewed on a regular basis referencing the legibility of an initial sampling. The Parties may agree to reduce such accuracy level based on such samples but in no event will the level be lower than 94%, on a total character basis.

(iv) Standard Maximum Valuation of Deposits. The Parties establish and agree that the standard maximum valuation of the deposits entrusted to Konica Minolta, and our maximum liability to you for loss or damage to such deposits shall be two dollars (\$2.00) per carton or container.

(v) Pricing: Scanning charges apply to all documents scanned, including break sheets, index cover sheets which are later removed, and rescans due to poor quality originals. Refer to our SOW for detailed pricing. Extended prices provided in our SOW are estimates and do not represent fixed prices. The pricing adopted under this Supplement is limited to the unit pricing presented in our SOW.

(vi) Pick Up and Delivery. We will require signed receipts for all source documents and media picked up and delivered to you. We will provide labels to be applied to items being picked up at your location. You will call us to arrange for source document pick up as they become ready to be scanned. We will determine a minimum amount of material to be picked up or delivered at no charge. We reserve the right to charge then current, published pick-up and delivery fees for any items that fall below the pre-established minimums. If your location is outside a fifty (50) mile radius of the Konica Minolta BPO Processing Center, all pick-up and delivery costs will be your responsibility. We will use best efforts to employ the lowest priced reputable courier service.

(vii) Image/Index Consolidation: We will provide images and indices on appropriate media in OnBase, PaperVision or Squar9 format unless otherwise stipulated in Section K(i). It is your responsibility to load each delivered group of images and indices onto their retrieval system. If you are not using one of the aforementioned retrieval software products, and further conversion is necessary to load the images and indices, this conversion will be solely your responsibility, unless otherwise stipulated in Section K(i).

(viii) Subcontractors: We may engage domestic and/or off-shore Subcontractors to perform

all or a portion of the work described in a SOW provided that we shall at all times be responsible for the work of such Subcontractors.

K. Specifications. Refer to our SOW.

(i) Program or Instructional Changes Requests: Any proposed changes from the original Statement of Work and associated pricing estimate will be formally submitted as a change request. This request will outline the nature, impact and expected results of the change. Changes may be requested by either you or us. If the change will result in a fee or long term pricing change, we will submit the cost information as soon as practical and before final authorization of the change request.

(ii) Response to Change Requests: Upon receipt of your formal written Change Request, we will respond with a written Response to Change Request within three (3) business days including: (a) estimated work to effect change, (b) time to complete change, and (c) pricing for change as appropriate.

The pricing change will be consistent with the principles and terms of this Supplement. Our consent to any work change shall not be unreasonably withheld.

No work will be performed on the change until the change request has been formally approved by both Parties' project managers.