



**Parking Commission of the City of St. Louis
Notice of Open Meeting**

(Notice Posted September 24, 2019 at 11:00am)

Parking Commission Meeting

September 25, 2019

2:00 p.m.

Office of Financial Empowerment

1200 Market St., Room 220

St. Louis, Missouri 63103

Agenda

- I. Call to Order
- II. Roll Call
- III. Approval of Minutes
- IV. Old Business
 - a. Parking Technology RFP
 - b. Tow Lot
- V. New Business
 - a. Administrative Hearing Officers
- VI. Adjournment

A vote may be taken in open session to hold a closed meeting pursuant to Chapter 610 RsMO.

09/25/19



**TREASURER'S OFFICE
CITY OF SAINT LOUIS
MISSOURI**

TISHAURA O. JONES
Treasurer

1200 Market Street
Room 220, City Hall
St. Louis, MO 63103
(314) 622-4700

**St. Louis Parking Commission Meeting
Wednesday, May 22, 2019
Office of Financial Empowerment
Room 220 – 1200 Market Street
St. Louis, Missouri 63103**

Roll Call:

Honorable Tishaura O. Jones	-	Present
Honorable Darlene Green	-	Absent
Honorable Jeffrey L. Boyd	-	Present
Mr. Jamie Wilson	-	Present
Mr. Carl Phillips	-	Present

Guest(s):

Jared Boyd	-	Chief of Staff & Counsel, Treasurer's Office
Winnie Caldwell	-	Public Relations Assistant, Treasurer's Office
Benjamin Singer	-	Communications Director, Treasurer's Office
Connie Ali	-	Executive Assistant, Treasurer's Office
Shirley Rukcic	-	Director of Administration & Counsel, Treasurer's Office
Rita Goliday	-	Accounting Manager, Treasurer's Office
Bennet Clark	-	Intern, Treasurer's Office
Frank Williamson	-	Director of Off-Street Parking- Central City Garages, Treasurer's Office
Jerry Walker	-	Director of Information Technology, Treasurer's Office
Y. Chen	-	Intern, Office of Financial Empowerment
Tina Disney	-	Auditor, Missouri State Auditor's Office
Mark Schlinkmann	-	Reporter, St. Louis Post Dispatch
James	-	Street Department

The Chairman called the meeting to order at 12:00 p.m. A roll call of Commissioners indicated a quorum was present. The Chairman entertained a motion to approve the minutes from May 8, 2019. Commissioner Boyd moved to approve the minutes, Commissioner Wilson seconded, the motion was approved by acclamation without objection.



Old Business:

The Chairman stated the only changes in the FY20 budget is the addition of a custodian position for City Hall, an additional cashier position at the tow lot for 9 months, which resulted in an additional \$53,000.00, and there is an addition of \$250,000.00 for tow trucks in non-operational expenditures. After a brief discussion, the Chairman asked if there were any questions. Commissioner Boyd asked if the Debt Service/Major Projects is the same line item as the tow trucks and Office of Financial Empowerment. The Chairman stated it includes all non-operating expenditures. Commissioner Boyd asked the Chairman to refresh him on what is included with that. The Chairman stated non-operational expenditures includes the Office of Financial Empowerment, \$250,000.00 for tow trucks and the SLDC parking study and streetscape for \$200,000.00. Commissioner Boyd asked if that was 3 separate line items. The Chairman stated that was correct. Commissioner Boyd asked how much was allocated for the Office of Financial Empowerment, the Chairman stated just over \$300,000.00. Commissioner Boyd asked if the total budget for that line item for 2020 is \$912,000.00. The Chairman stated that was correct. Commissioner Boyd stated if \$250,000.00 for tow trucks and \$200,000.00 for the parking study is subtracted from that number, is the remainder \$462,043.00 all for OFE. Ms. Rita Goliday, with the Treasurer's Fiscal Department, indicated that it was not all OFE but that she didn't have the detail with her. The Chairman stated there is about \$56,000.00 in earned interest for bond funds and OFE expenses went up by \$84,000.00, OFE typically is around \$300,000.00 to \$400,000.00. Commissioner Boyd asked if he can have the detail on the line item. He also asked for an explanation of the New Parking Lot line item. The Chairman explained that line item is for maintenance expenses that are not covered by the capital budget. Commissioner Boyd asked what it was spent on last year. The Chairman stated most of the fees were for Parkmobile, which is the app used for parking sessions at the parking meters, there is a \$.35 fee for every time it's used. Additionally, there are merchant fees that are attached. Commissioner Boyd asked what is the difference between those fees and the fees under Professional Services. The Chairman explained those are the banking fees, which are merchant fees for our meters. The Parkmobile fees are in the New Parking Lot line item. Commissioner Boyd asked about the administrative fees under non-operating expenditures. Ms. Goliday stated those are the fees across the parking garages and some of the bond fees. Commissioner Boyd stated the actual spent in 2018 for Education and Training was just under \$9,000.00 and asked if the projection is to spend over \$15,000.00 in 2019. The Chairman stated that was correct. Commissioner Boyd asked what was included in that line item outside of IT services and professional memberships. The Chairman stated it would cover any local classes or continuing education required by any of the staff. Additionally, Human Resources sometimes brings in outside education and training for the staff.

Commissioner Boyd asked why is there \$5,000.00 budgeted for travel if the Treasurer's Office projects to do zero travel this year. The Chairman stated the Treasurer's Office doesn't project to do zero travel and would like the restriction of having to seek Parking Commission approval lifted. Commissioner Boyd stated it supports the theory of transparency. Chairman Jones stated all travel, even if the City is not paying for it, is posted on the website. Commissioner Boyd stated he believes the restriction is not unreasonable for the Parking Commission to be informed of any of its members or staff taking advantage of travel so that the Parking Commission is made aware of the purpose of the travel and be



enlightened on what's going on. Commissioner Boyd indicated that he is interested in attending the upcoming conference on June 9th and asked if it was too late to register. The Chairman stated early registration has since expired and the cost would be \$3,000.00 to send one person, that includes hotel, registration, membership fees and air. Commissioner Boyd asked if the membership fee was the most expensive piece. The Chairman stated the registration fee was. Commission Boyd asked if the registration covers everyone in the organization. The Chairman replied that it was \$1,000.00 per person. Commissioner Boyd asked what has historically been expended to go to this conference. The Chairman explained that historically one of the staff members has been a speaker which discounts the registration. Also, staff would only attend on certain days, staff has never attended the entire conference. Commissioner Boyd asked the Chairman if she thinks it would be helpful for the other Parking Commissions, who have never attended, to attend and be educated on parking. Chairman Jones replied that it is a massive undertaking and overwhelming. She further explained that when staff has attended, there was a specific mission and specific vendors they wanted to see, for example there was specific technology they wanted to investigate. In previous years, when the Treasurer's Office was looking to upgrade meters, the staff focused on visiting vendors who manufacture parking meters. The last time staff attended, they looked specifically at electric vehicle charging stations. The conference is expensive and because of this, staff tries to be as frugal as they can and not waste time. Commissioner Boyd asked if it was correct that historically staff has gone every year. The Chairman responded that was incorrect and that conferences are only attended based on the needs of the department. Commissioner Boyd asked what conference travel was projected next year. The Chairman replied it was difficult to forecast at this point. She explained that in the past, she has used the travel budget for invitations she received for speaking engagements, other financial empowerment related conferences such as the CFE Fund, the City is a member, Bank On 2.0, she is on the advisory board, Operation Hope, she is on the board and it also relates to the office's financial empowerment work. Commissioner Phillips may attend the Parking Industry Exhibition in Chicago.

Commissioner Boyd asked Chairman Jones if someone requests her to come speak, do they pay for her travel. The Chairman responded that sometimes they do, it all depends on the budget of the organization that's extending the invitation. Commissioner Boyd asked the Chairman if she thinks it's fair for taxpayers to pay for her to go somewhere when someone is inviting her, and they don't have the budget to pay for her travel. Chairman Jones stated that she didn't think it's a fair question. She believes there are times when the organization does have the money to pay and there are times when organizations don't have the money to pay, but as an elected official in St. Louis, she's representing the City when going and informing people about the wonderful things the City is doing and allows for future collaboration opportunities and possible implementation of the programs offered by our City in other areas of the country. She believes it is good will for the City of St. Louis to be out there representing the City in different capacities.

Commissioner Boyd stated that travel as it relates to the Office of Financial Empowerment has nothing to do with parking. The Chairman stated parking has always supplemented the budget of Treasury Operations, which is part of the Treasurer's Office. The Treasurer's Office supplements in staff, equipment, and IT services. Commissioner Boyd stated that last year when the Parking Commission



reviewed the budget, the Commissioners received a very detailed accounting of everything with a breakdown of all the expenses of all the operations of parking. He asked for a schedule that shows revenue for all the garages and a detailed budget for the Office of Financial Empowerment. The Chairman stated the OFE budget is in the regular Ways and Means schedule. Commissioner Boyd asked if it lists personnel and supplies. The Chairman said it did. Commissioner Boyd asked if there were any increases in staff beside parking enforcement. Chairman Jones stated there is a 3% increase across the board for all personnel other than those who will receive a minimum wage increase of \$15.00. Commissioner Boyd asked if all parking and treasury staff are included in the 3% increase. Chairman Jones stated that the Treasury Department, including herself, is not included in that, the Treasury budget is a part of the Ways and Means budget.

Commissioner Boyd stated he was looking at the budget submitted for last year in comparison with the projected budget and for some reason the numbers didn't add up. He noticed the projected for 2019 did not match what was on the current budget for 2020. The Chairman stated he was comparing 2 different years. Commissioner Wilson assisted Commissioner Boyd with identifying the correct columns on the budget handout. Commissioner Boyd had nothing further. After a brief discussion, the Chairman asked Commissioner Wilson if he had any questions. Commissioner Wilson indicated he had no questions. The Chairman asked if there were any other questions, there were none. The Chairman entertained a motion to approve the fiscal year 2020 budget. Commissioner Boyd moved to approve the 2020 budget, Commissioner Wilson seconded, it was moved and properly seconded by acclamation without objection.

New Business:

The Chairman stated at the last meeting Commissioner Boyd issued a proposal for the tow lot and that information has been provided to the Treasurer's Office financial advisors. The Chairman indicated that after reviewing the details, the Treasurer's Office would propose moving forward with exploring a proposed site and other site options. An environmental impact study will be required and then financing options would be explored. She stated the Treasurer's Office supports the project but doesn't support using reserve funds to fund it. Commissioner Boyd asked what the finance proposal would look like for a \$4 million project. The Chairman stated there are 2 options, either a loan from a bank through private placement or to finance through bonds which would involve the Comptroller's Office. Commissioner Boyd asked if it would be practical to finance a \$4 million project with bonds. The Chairman stated it could be, there are a couple of unknowns. The final cost of the project is unknown and there is also the possibility of combining the project with other projects and include it within a master indenture. Commissioner Boyd asked what other projects has the Parking Commission financed outside of a bond deal. Chairman Jones stated the previous treasurer Larry Williams made an option on the Cupples 9 Warehouse because it started to implode and would have fallen on the Treasurer's Office Cupples Garage, which is next door to it. The total to tear down and remediate the land was about \$1.5 million, this was financed through a private placement with Pulaski Bank. Commissioner Boyd asked if the Chairman knew the length of the loan. The Chairman stated she didn't remember the exact terms, but it was financed. Commissioner Boyd stated he thought it was paid off within the last 10 years. The



Chairman agreed and stated it occurred during her first year in office. Commissioner Boyd asked if the Chairman would get him a copy of the terms, the Chairman said she would.

Commissioner Boyd asked if Chairman Jones supported setting aside the \$4 million. He stated her strategy was to get an environmental and more solid estimates and then decide later. The Chairman said that was correct. She indicated that they could continue to meet about it. She stated the Treasurer's Office's financial advisors and rating agencies have made it clear that because it's a large amount of money, it would benefit the City's financial position to finance rather to pay with cash reserves. This will help to maintain the Treasurer's Office bond rating and get better deals on any future funds that need to be raised. She was unclear about the total cost of the project. The estimate from BPS was \$3.6 million. She has reservations about it being on a landfill, so an environmental impact study should determine the cost of developing the land. Due diligence is needed to explore other sites and the cost of cleanup.

Commissioner Boyd asked the Chairman how often she sees bonds being refinanced. The Chairman stated that depends on the call provisions in each bond. Each bond is different and has different call provisions. The Treasurer's Office has taken advantage of call provisions and saved millions of dollars because of that refunding. Commissioner Boyd asked if that was a year ago, the Chairman stated it was 2 years ago. Commissioner Boyd stated typically it would be at least 5 years before there is another call. The Chairman stated each bond is different and each bond has its own specific call provisions. Commissioner Boyd asked if there is a huge disparity between a AAA bond rating and a BBB rating as far as the interest rate. Chairman Jones stated there is and explained AAA bond rating means that you have the best credit that S&P or Moody's gives out. It shows that you are healthy and safe, and your interest rates will be as close to what the market is offering. A BBB rating is what's considered junk bond status, meaning your revenue is not safe, that it's risky to make that investment with you and then your interest rates will be higher because of the risk involved. Commissioner Boyd asked what the current rating was for the Parking Commission. The Chairman stated it was upgraded to an A from an A- in 2015. Commissioner Boyd asked if it's been consistent since 2015, the Chairman stated "yes."

Next, Commissioner Boyd asked how much money from 2018 was remaining and where was it placed. He said the Parking Commission brought in about \$20,000,000 but that \$20,000,000 was not spent last year. He wanted to know where the money went. Chairman Jones stated most of it went to pay the budget. Commissioner Boyd asked where the remaining funds were. The Chairman stated she did not have that information in front of her but that \$1.2 million was sent to the City in fiscal 2018 for the 60/40 split. Commissioner Boyd stated the Parking Commission tends to carry over at least \$2 million a year and over the next 3 years, that will be \$6 million, so if the Parking Commission spent \$4 million this year before any bonds can be called upon, that \$4 million can be put back in, so why would the Parking Commission want to pay interest and take a loan out when it's not necessary.

The Chairman stated the Treasurer's Office provided him with the S&P rating dated March 18, 2019, and states in the last paragraph that "Our liquidity and financial flexibility assessment reflects our expectation that the parking enterprise will draw down its unrestricted cash reserves on a one-time



basis in fiscal 2019 to transfer \$10 million to the city's general fund to bolster its financial flexibility. The one-time transfer will reduce the parking enterprise fund's unrestricted cash reserves to approximately 365 days' cash on hand from over 900 days historically, but following this transfer unrestricted cash reserves to debt will remain 20% to 50%. For the fiscal year ended June 30, 2018 the unrestricted cash investment balance for the fund totaled approximately \$24 million, equaling about 922 days' cash on hand and 37.5% of debt." The last sentence states "We anticipate the one-time transfer of \$10 million in fiscal 2019 will not recur, but that incremental amounts similar in size to fiscal years 2017 and 2018 will continue annually and not materially affect the enterprise's liquidity over the long term."

Chairman Jones indicated it was stressed to S&P during the last review that this was a one-time transfer and she cannot risk the financial health of the Treasurer's Office. She again stated that it was not out of the ordinary to finance projects of this nature and size and she thinks discussions need to continue after they have better figures on what the cost will be.

Next, Commissioner Boyd asked if the Parking Commission has a financial policy. The Chairman stated they have a financial advisor, Comer Capital, who advises them on financial decisions. Commissioner Boyd asked if Comer Capital has ever presented in front of the full Parking Commission. The Chairman stated the last time they presented was for the 2015 bond issue. Commissioner Boyd asked if they could schedule a time within the next couple of months for a presentation to the full commission. The Chairman stated they could.

Next, the Chairman asked Commissioner Wilson if he had any questions about the tow lot. Commissioner Wilson asked if there was a need to have money available in the 5752 account for any contractual professional services or design. The Chairman asked Commissioner Wilson if he was speaking about the environmental, Commissioner Wilson stated "yes." The Chairman indicated the cost can be rolled into the actual financing project.

Next, Chairman Jones asked Commissioner Phillips to give an update on the parking technology RFP. Commissioner Phillips stated the Parking Division received 12 responses from 12 different parking operators throughout the country. He and the IT department are currently reviewing the responses. There was a 20-page limit but due to the questions the operators were asking, there was a need to waive that limit which resulted in voluminous responses. They are behind at least one week on selection.

After the update, the Chairman asked if there were any questions. Commissioner Boyd asked when this came about and whose decision was it. Commissioner Phillips explained that Conduent's contract is up at the beginning of 2020 and the office decided to issue the RFP to see what else is out there in the industry. Commissioner Boyd asked if there was any reason why the full body was not notified that this was happening and not engaged in conversation about the need for this to happen versus a possible contract extension. Commissioner Phillips explained that in 2014, when Todd Waelterman was on the Parking Commission, the same scenario occurred. A parking RFP was issued then and ratified before the Parking Commission. Commissioner Boyd asked if that was prior to public notice. Commissioner Phillips



stated it was presented at the Parking Commission. Commissioner Boyd asked if that was after the fact. Commissioner Phillips stated "yes." Commissioner Boyd thought this was odd and unfair to the Commissioners. He just found out about the RFP a few weeks ago after receiving an email from Todd Waelterman asking if they could be part of the selection process. Commissioner Boyd asked about the composition of the selection committee. Commissioner Phillips replied it was himself and the IT Department, 3 people. Commissioner Boyd asked if they will make the final decision on who should be selected. Commissioner Phillips stated they will recommend 3 companies to the Treasurer, Chief of Staff, and Chief Fiscal Officer. Commissioner Boyd asked if that was the executive committee. Commissioner Phillips stated "yes." Commissioner Boyd asked what happens next. Jared Boyd indicated the recommendation will be brought to the Parking Commission to ratify a term sheet. This was the same process the last time a parking vendor was selected.


Commissioner Boyd asked Commissioner Phillips if he received an email from Todd Waelterman about being part of the selection process. Commissioner Phillips stated the email was not sent to him but that he did see it. Commissioner Boyd asked Commissioner Phillips if he believed there was merit for someone in the Street Department and their IT department being a part of the process to make sure this vendor integrates both systems so this can function efficiently between the city departments, the towing and parking in general.

The Chairman stated the City's IT Department was aware of the RFP. The Treasurer's Office met with them about the overall ERP and informed them that this bid was already out there. The City IT Department considered parking out of scope. Cindy Riordan has been a part of this process, also the Treasurer's Office IT Department sits on the ERP Team.

Commissioner Boyd asked if there was a particular reason why the Parking Commission can't have monthly meetings in accordance with the current ordinance so that all Parking Commissioners can know what's going on. The Chairman stated there was not much to talk about on a monthly basis. In the past, they had met every other month. Commissioner Boyd asked if this was Chairman Jones' decision alone, the Chairman stated that as Chair, that was her decision to make. Commissioner Boyd made a motion to move that the Parking Commissioners meet monthly so that all Commissioners are up to date on parking operations on a regular basis. Commissioner Wilson was contemplating making an amendment. Commissioner Boyd stated he was withdrawing his motion. Commissioner Boyd said he had a problem with the ordinance not being followed. He believes, as an elected official, that Chairman Jones does not have the authority to say the Parking Commission will not meet because she is the Chairperson. He indicated she was operating outside the law and willfully violating the ordinance by not having monthly meeting.



Chairman Jones stated this was outside the discussion of the parking technology RFP. The Chairman asked if there were any other questions about the parking technology RFP, there were none. The Chairman moved for adjournment, Commissioner Wilson seconded, the meeting was adjourned at 12:45 p.m.


Joyce Sanders, Secretary

Proposed Term Sheet – On-Street Parking Operations

1. **Purpose.** The purpose of this term-sheet is to provide an on-street parking management system, including but not limited to: meter collections; parking meter maintenance, and Parking Violations Bureau administration in an effort to provide seamless, efficient, customer-friendly, and cost-effective parking operations for the City of St. Louis, Missouri (the “City”).

2. **Parties.** The Treasurer of the City of St. Louis, in its capacity as Parking Supervisor, having its principal office at 1200 Market Street, Room 200, St. Louis, MO 63103 (“Parking Supervisor”), and Hudson and Associates, a Missouri corporation having offices at 906 Olive Street, Suite 650 63101 (“Vendor” or “Hudson”), each individually referred to as “party” and collectively as the “parties.”

3. **Term.** The term of this Agreement shall commence as of the Effective Date and shall continue for a period of three (3) years thereafter (“**Initial Term**”). The Parking Supervisor shall have the right, but not the obligation, to extend the term of this Agreement for two (2) additional periods of one (1) year immediately following the expiration of the Initial Term (each a “**Renewal Term**” and collectively with the Initial Term, the “**Term**”). The Parking Supervisor may exercise the right to extend the term of this Agreement for a Renewal Term by providing written notice to Vendor not less than sixty (60) days prior to the last day of the Initial Term or then current Renewal Term, as applicable.

4. **Services.** Vendor shall provide the System to the Parking Supervisor in accordance with the terms more fully described in the Statement of Work, including but not limited to:

- a. **Program Management.** Hudson will develop and carry out an effective and efficient operations plan to operate the City Parking Violations Bureau.
- b. **Meter Operations.** Hudson will provide meter services for the City, initially estimated to include 7,700 parking spaces, and provide day-to-day management of such meters. Hudson will collect all money from the meters and audit, safeguard, record, transport, deposit (with the City Treasurer’s security provider), account for and report all meter revenues per the Parking Supervisor’s specifications (e.g., method, frequency, routes and account).
- c. **Booting Program.** Hudson will carry out the City’s booting program.

5. **Compensation.**

- a. **Parking Violations Bureau Administration.** The Parking Supervisor shall pay the Vendor a flat fee of \$636,686.00, per year, in equal monthly installments. There is no ticket minimum and no ticket minimum penalty.
 - i. the vendor shall be entitled to increase the ticket processing fees in an amount not to exceed the CPI-U for the St. Louis area during the 12-month period beginning January 1 of the year before the year for

which the Unit Cost is being calculated and ending the following December 31.

- b. Collections and Physical Maintenance. The Parking Supervisor shall pay the Vendor \$1,710,059.00 per year, in equal monthly installments. The Vendor will have the ability to raise the foregoing meter collection and maintenance rates 3.5% annually for the first three years. Thereafter, the vendor shall be entitled to increase the meter collection fees in an amount not to exceed the CPI-U for the St. Louis area during the 12-month period beginning January 1 of the year before the year for which the Unit Cost is being calculated and ending the following December 31.

6. Parking Supervisor Responsibilities. The Parking Supervisor will be responsible for developing and maintaining comprehensive enforcement laws, regulations, and guidelines. The Parking Supervisor will also maintain parking enforcement patrol beats for regulated parking areas. The City will also provide space for a Parking Violations Bureau at half of the standard market rate.

7. Complete Agreement and Approval. The document sets forth proposed terms and conditions subject to the City's further review. The City reserves the right to require additional terms and conditions regarding the subject matter of this Proposed Term Sheet and will provide them to Hudson. Neither party is bound by this document and is not obligated to proceed unless the parties are successful in negotiating all terms and conditions in a definitive agreement.



PARKING MANAGEMENT SOFTWARE
by EDC Corporation

AIMS SOFTWARE LICENSE AGREEMENT

EDC Corporation, hereafter referred to as "Licensor", grants a license to use the following software application:

Product:	AIMS Parking Management Software
User Type:	
Serial Number:	

This Licensing Agreement is subject to the conditions contained within this agreement. The acceptance by the customer listed below, hereafter referred to as "Licensee" is a legal agreement that the licensee agrees to be bound by the licensing conditions contained within this agreement.

Licensee	
Address	

1. **Grant of License.** Use. EDC Corporation grants the licensee a non-exclusive license to use one copy of the aforementioned software program in accordance with the user license listed within this agreement.

For purposes of this section, "use" means accessing the aforementioned Software from the supplied EDC Hosted Servers for use by client supplied devices. Access is provided via your network, so long as you otherwise comply with this License Agreement at the times during use of the Software.

2. **Copyright.** The Software is owned by EDC Corporation and is protected by United States Copyright laws and international treaty provisions. This Software may not be copied for distribution or redistributed under any circumstances without written permission from an officer of EDC Corporation. You may not copy the written materials accompanying the Software.
3. **Other Restrictions.** This EDC Corporation License Agreement is your proof of license for use of the Software and must be retained by you. This License Agreement must be accepted by signature of an authorized agent of the licensee and an officer of EDC Corporation in order to be valid.

This License is non-transferable and is intended for single agency use. The Licensee is specifically prohibited from using this Software to engage in service contracts or in any other service bureau activities without written consent from licensor. The Licensee has use of the Software provided the terms and conditions of this agreement are upheld and Licensee is current in agreed upon payment schedule. You may not reverse engineer, decompile or disassemble the Software.

4. **Contract Term.** The Term of this contract is 3 Years from execution, with renewal options at the Licensee's discretion beginning Year 4. EDC Corporation reserves the right to increase software subscriptions by no more than 5% for subsequent renewals. EDC Corporation will provide the Licensee with written notice of any increase in renewal costs, no less than 90 days prior to the renewal period.

5. **Termination Clause.** This contract may be terminated at the end of the contract term should renewal not be elected by the Licensee or granted by the Licensor. EDC Corporation will return to the Licensee all data and related materials upon termination of this contract.
6. **No Other Warranties.** Except as expressly stated herein, the Software is provided "AS IS" without warranty of any kind. EDC Corporation disclaims all other warranties, either express or implied. The licensee bears all risk relating to the quality and performance of the Software.
7. **No Liability for Consequential Damages.** In no event shall EDC Corporation or its suppliers be liable for any damages whatsoever (including, without limitation, damages for loss of business profits or revenues, business interruption, loss of business information or other pecuniary loss) arising out of the licensee's use of or inability to use this EDC Corporation product, even if EDC Corporation has been advised of the possibility of such damage.
8. **U.S. Government Restricted Rights.** The Software and documentation are provided with **RESTRICTED RIGHTS.** Use, duplication or disclosure by the Government is subject to restrictions as set forth in Subparagraph(c)(1)(iii) of The Rights in Technical Data and Computer Software clause at **DFARS 252.227-7013** or Subparagraph(c)(1) and(2) of the Commercial Computer Software-Restricted Rights clause at **48 CFR 52.227-19**, as applicable. Contractor/manufacturer is EDC Corporation, 13 Dwight Park Dr, Syracuse, New York 13209.
9. **Governing Law.** This Agreement is governed by the laws of the State of New York.
10. **Effect of Agreement.** This Agreement embodies the entire understanding of the parties with respect to, and supersedes any prior understanding or agreement, oral or written, relating to the Software.

Accepted by Licensor:

Name:	
Title:	
Date:	
Signature	

Accepted by Licensee:

Name:	
Title:	
Date:	
Signature	

CONTRACT FOR PROFESSIONAL SERVICES
ADMINISTRATIVE HEARING OFFICER

This is an Agreement made this _ day of September 2019, between the Parking Commission of the City of St. Louis, Missouri ("Commission") and D. Kimberly Whittle, ("Contractor"). This agreement is necessary in order that the Commission might engage Contractor as an Administrative Hearing Officer to adjudicate claims contesting parking violations issued within the City of St. Louis.

In consideration of the mutual covenants and agreements herein contained, the parties do hereby agree to the following material terms:

Contractor agrees to do the following for the duration of this Agreement, including any extensions of the original Agreement:

1. To conduct administrative hearings and administrative reviews in a timely manner for claims contesting the issuance of parking violations by the City of St. Louis and St. Louis Metropolitan Police Department.
2. To prepare written findings of fact and conclusions of law, including determinations of liability or non-liability, for each and every administrative hearing and administrative review, and to prepare such writings in a timely fashion.
3. To supply the Commission (or its designated representative) with monthly billings in the format directed by the Commission (or its designated representative) for hours worked, which consists of hours spent physically present at the Parking Violations Bureau, unless the Commission previously provided written authorization for hours not within the above description.
4. To not represent, nor act as attorney for, any person, corporation, or other entity, in any respect, in any legal action or proceeding, in which any adverse party is the City of St. Louis, the Treasurer of the City of St. Louis, the Board of Police Commissioners of the City of St. Louis, or any of their officers or employees in the course and scope of their employment, including but not limited to, any lawsuit, workers' compensation action, arbitration proceeding, administrative board or agency proceeding, or claim for damages. This provision shall not apply to any legal action or proceeding in which the Contractor represents a party for a traffic violation, as that term is used in Rule 37 of the Missouri Supreme Court Rules. This provision shall not apply to any legal action or proceeding in which Contractor entered into an attorney-client relationship with said person, corporation, or other entity prior to the date of execution of this Agreement.

Commission agrees to do the following for the duration of this Agreement, including any extensions of the original Agreement:

1. To pay Contractor at the rate of Seventy-Two Dollars (\$72.00) an hour for hours worked pursuant to this Agreement, including all hours spent in training that require Contractor to be physically present at the Parking Violations Bureau, subject to Contractor not receiving in excess of Thirty Thousand Dollars (\$30,000.00) from the Commission during any single calendar year during which this Agreement is in effect.

2. To provide Contractor with administrative support in scheduled hearings, complainant notification, and document management.

3. To indemnify, defend, and hold harmless the Contractor, while acting in her capacity as an Administrative Hearing Officer under the terms of this agreement, from and against any loss, expense, damage or injury suffered or sustained by the Contractor by reason of any discretionary acts, omissions or alleged acts or omissions of the Contractor arising out of her activities. The Commission's indemnity and defense of Contractor shall include without limitation, any judgment, award, settlement, and other costs and expenses incurred in connection with the defense of any actual or threatened action, proceeding, or claim arising from the Contractor's independent good faith exercise of the discretionary powers delegated to her by the Commission; provided that the discretionary acts or omissions or alleged acts or omissions upon which such actual or threatened action, proceeding or claim is based were not performed or omitted because of the Contractor's gross negligence or bad faith, or as a result of wanton or willful misconduct by the Contractor. In the event of any actual or threatened action, the Commission shall have the sole duty and right to settle or defend such action, proceeding or claim with legal counsel of the Commission's choice at the Commission's expense. The Contractor shall provide reasonable assistance to, and cooperate with, legal counsel for the Commission in defending any actual or threatened action, proceeding or claim. The Commission shall keep Contractor timely advised of the handling and outcome of such actual or threatened litigation.

This Agreement shall commence on the date of execution and shall be for a term of two (2) years. This Agreement may be extended for one additional term of one (1) year if a writing evidences such to be the intent of all parties to the Agreement, and in that event, the new term shall be deemed to commence on the date of said writing.

The parties acknowledge and agree that Contractor is an independent contractor, not an employee of the City of St. Louis or the Commission, in that the City of St. Louis or the Commission does not control the details of Contractor's work, other than ensuring that Contractor completes the work in a timely manner.

Either party may terminate this Agreement at any time by providing notice of termination to Contractor or Commission no less than thirty (30) days prior to the date of termination specified. Any notice required or permitted under this Agreement shall be in writing and addressed to the appropriate parties at the following locations:

If to the Contractor:

D. Kimberly Whittle
8000 Crescent Drive
St. Louis, MO 63105

If to the Commission:

L. Jared Boyd
Parking Commission of the City of St. Louis
133 South 11th Street, Suite 530
St. Louis, MO 63102

This instrument contains the entire agreement between the parties and no statements, promises or inducements made by any party hereto, or agent of either party hereto, which is not contained in this written agreement, shall be valid or binding; and this agreement may not be enlarged, modified or altered except in writing signed by the parties and attached hereto.

CONTRACTOR:

PARKING COMMISSION OF
THE CITY OF ST. LOUIS:

D. Kimberly Whittle

By: _____

Date: _____

Date: _____

CONTRACT FOR PROFESSIONAL SERVICES
ADMINISTRATIVE HEARING OFFICER

This is an Agreement made this _ day of September 2019, between the Parking Commission of the City of St. Louis, Missouri ("Commission") and The Hall Law Firm, LLC, ("Contractor"). This agreement is necessary in order that the Commission might engage Contractor as an Administrative Hearing Officer to adjudicate claims contesting parking violations issued within the City of St. Louis.

In consideration of the mutual covenants and agreements herein contained, the parties do hereby agree to the following material terms:

Contractor agrees to do the following for the duration of this Agreement, including any extensions of the original Agreement:

1. To conduct administrative hearings and administrative reviews in a timely manner for claims contesting the issuance of parking violations by the City of St. Louis and St. Louis Metropolitan Police Department.

2. To prepare written findings of fact and conclusions of law, including determinations of liability or non-liability, for each and every administrative hearing and administrative review, and to prepare such writings in a timely fashion.

3. To supply the Commission (or its designated representative) with monthly billings in the format directed by the Commission (or its designated representative) for hours worked, which consists of hours spent physically present at the Parking Violations Bureau, unless the Commission previously provided written authorization for hours not within the above description.

4. To not represent, nor act as attorney for, any person, corporation, or other entity, in any respect, in any legal action or proceeding, in which any adverse party is the City of St. Louis, the Treasurer of the City of St. Louis, the Board of Police Commissioners of the City of St. Louis, or any of their officers or employees in the course and scope of their employment, including but not limited to, any lawsuit, workers' compensation action, arbitration proceeding, administrative board or agency proceeding, or claim for damages. This provision shall not apply to any legal action or proceeding in which the Contractor represents a party for a traffic violation, as that term is used in Rule 37 of the Missouri Supreme Court Rules. This provision shall not apply to any legal action or proceeding in which Contractor entered into an attorney-client relationship with said person, corporation, or other entity prior to the date of execution of this Agreement.

Commission agrees to do the following for the duration of this Agreement, including any extensions of the original Agreement:

1. To pay Contractor at the rate of Seventy-Two Dollars (\$72.00) an hour for hours worked pursuant to this Agreement, including all hours spent in training that require Contractor to be physically present at the Parking Violations Bureau, subject to Contractor not receiving in excess of Thirty Thousand Dollars (\$30,000.00) from the Commission during any single calendar year during which this Agreement is in effect.

2. To provide Contractor with administrative support in scheduled hearings, complainant notification, and document management.

3. To indemnify, defend, and hold harmless the Contractor, while acting in her capacity as an Administrative Hearing Officer under the terms of this agreement, from and against any loss, expense, damage or injury suffered or sustained by the Contractor by reason of any discretionary acts, omissions or alleged acts or omissions of the Contractor arising out of her activities. The Commission's indemnity and defense of Contractor shall include without limitation, any judgment, award, settlement, and other costs and expenses incurred in connection with the defense of any actual or threatened action, proceeding, or claim arising from the Contractor's independent good faith exercise of the discretionary powers delegated to her by the Commission; provided that the discretionary acts or omissions or alleged acts or omissions upon which such actual or threatened action, proceeding or claim is based were not performed or omitted because of the Contractor's gross negligence or bad faith, or as a result of wanton or willful misconduct by the Contractor. In the event of any actual or threatened action, the Commission shall have the sole duty and right to settle or defend such action, proceeding or claim with legal counsel of the Commission's choice at the Commission's expense. The Contractor shall provide reasonable assistance to, and cooperate with, legal counsel for the Commission in defending any actual or threatened action, proceeding or claim. The Commission shall keep Contractor timely advised of the handling and outcome of such actual or threatened litigation.

This Agreement shall commence on the date of execution and shall be for a term of two (2) years. This Agreement may be extended for one additional term of one (1) year if a writing evidences such to be the intent of all parties to the Agreement, and in that event, the new term shall be deemed to commence on the date of said writing.

The parties acknowledge and agree that Contractor is an independent contractor, not an employee of the City of St. Louis or the Commission, in that the City of St. Louis or the Commission does not control the details of Contractor's work, other than ensuring that Contractor completes the work in a timely manner.

Either party may terminate this Agreement at any time by providing notice of termination to Contractor or Commission no less than thirty (30) days prior to the date of termination specified. Any notice required or permitted under this Agreement shall be in writing and addressed to the appropriate parties at the following locations:

If to the Contractor:

Micah Hall
The Hall Law Firm, LLC
326 South 21st St., Ste. 506
St. Louis, MO 63101

If to the Commission:

L. Jared Boyd
Parking Commission of the City of St. Louis
133 South 11th Street, Suite 530
St. Louis, MO 63102

This instrument contains the entire agreement between the parties and no statements, promises or inducements made by any party hereto, or agent of either party hereto, which is not contained in this written agreement, shall be valid or binding; and this agreement may not be enlarged, modified or altered except in writing signed by the parties and attached hereto.

CONTRACTOR:

PARKING COMMISSION OF
THE CITY OF ST. LOUIS:

Micah Hall

By: _____

Date: _____

Date: _____

CONTRACT FOR PROFESSIONAL SERVICES
ADMINISTRATIVE HEARING OFFICER

This is an Agreement made this _ day of September 2019, between the Parking Commission of the City of St. Louis, Missouri (“Commission”) and William Douthit, (“Contractor”). This agreement is necessary in order that the Commission might engage Contractor as an Administrative Hearing Officer to adjudicate claims contesting parking violations issued within the City of St. Louis.

In consideration of the mutual covenants and agreements herein contained, the parties do hereby agree to the following material terms:

Contractor agrees to do the following for the duration of this Agreement, including any extensions of the original Agreement:

1. To conduct administrative hearings and administrative reviews in a timely manner for claims contesting the issuance of parking violations by the City of St. Louis and St. Louis Metropolitan Police Department.
2. To prepare written findings of fact and conclusions of law, including determinations of liability or non-liability, for each and every administrative hearing and administrative review, and to prepare such writings in a timely fashion.
3. To supply the Commission (or its designated representative) with monthly billings in the format directed by the Commission (or its designated representative) for hours worked, which consists of hours spent physically present at the Parking Violations Bureau, unless the Commission previously provided written authorization for hours not within the above description.
4. To not represent, nor act as attorney for, any person, corporation, or other entity, in any respect, in any legal action or proceeding, in which any adverse party is the City of St. Louis, the Treasurer of the City of St. Louis, the Board of Police Commissioners of the City of St. Louis, or any of their officers or employees in the course and scope of their employment, including but not limited to, any lawsuit, workers’ compensation action, arbitration proceeding, administrative board or agency proceeding, or claim for damages. This provision shall not apply to any legal action or proceeding in which the Contractor represents a party for a traffic violation, as that term is used in Rule 37 of the Missouri Supreme Court Rules. This provision shall not apply to any legal action or proceeding in which Contractor entered into an attorney-client relationship with said person, corporation, or other entity prior to the date of execution of this Agreement.

Commission agrees to do the following for the duration of this Agreement, including any extensions of the original Agreement:

1. To pay Contractor at the rate of Seventy-Two Dollars (\$72.00) an hour for hours worked pursuant to this Agreement, including all hours spent in training that require Contractor to be physically present at the Parking Violations Bureau, subject to Contractor not receiving in excess of Thirty Thousand Dollars (\$30,000.00) from the Commission during any single calendar year during which this Agreement is in effect.

2. To provide Contractor with administrative support in scheduled hearings, complainant notification, and document management.

3. To indemnify, defend, and hold harmless the Contractor, while acting in his capacity as an Administrative Hearing Officer under the terms of this agreement, from and against any loss, expense, damage or injury suffered or sustained by the Contractor by reason of any discretionary acts, omissions or alleged acts or omissions of the Contractor arising out of his activities. The Commission's indemnity and defense of Contractor shall include without limitation, any judgment, award, settlement, and other costs and expenses incurred in connection with the defense of any actual or threatened action, proceeding, or claim arising from the Contractor's independent good faith exercise of the discretionary powers delegated to his by the Commission; provided that the discretionary acts or omissions or alleged acts or omissions upon which such actual or threatened action, proceeding or claim is based were not performed or omitted because of the Contractor's gross negligence or bad faith, or as a result of wanton or willful misconduct by the Contractor. In the event of any actual or threatened action, the Commission shall have the sole duty and right to settle or defend such action, proceeding or claim with legal counsel of the Commission's choice at the Commission's expense. The Contractor shall provide reasonable assistance to, and cooperate with, legal counsel for the Commission in defending any actual or threatened action, proceeding or claim. The Commission shall keep Contractor timely advised of the handling and outcome of such actual or threatened litigation.

This Agreement shall commence on the date of execution and shall be for a term of two (2) years. This Agreement may be extended for one additional term of one (1) year if a writing evidences such to be the intent of all parties to the Agreement, and in that event, the new term shall be deemed to commence on the date of said writing.

The parties acknowledge and agree that Contractor is an independent contractor, not an employee of the City of St. Louis or the Commission, in that the City of St. Louis or the Commission does not control the details of Contractor's work, other than ensuring that Contractor completes the work in a timely manner.

Either party may terminate this Agreement at any time by providing notice of termination to Contractor or Commission no less than thirty (30) days prior to the date of termination specified. Any notice required or permitted under this Agreement shall be in writing and addressed to the appropriate parties at the following locations:

If to the Contractor:

William Douthit
1217 Montaigne Dr.
Town & Country, MO 63131

If to the Commission:

L. Jared Boyd
Parking Commission of the City of St. Louis
133 South 11th Street, Suite 530
St. Louis, MO 63102

This instrument contains the entire agreement between the parties and no statements, promises or inducements made by any party hereto, or agent of either party hereto, which is not contained in this written agreement, shall be valid or binding; and this agreement may not be enlarged, modified or altered except in writing signed by the parties and attached hereto.

CONTRACTOR:

PARKING COMMISSION OF
THE CITY OF ST. LOUIS:

William Douthit

By: _____

Date: _____

Date: _____