DEPARTMENT OF COMMUNITY DEVELOPMENT SERVICES

Building Safety Division

m e m o r a n d u m

TO: Laurel Lunt Prussing, Mayor

FROM: Elizabeth H. Tyler, FAICP, Director, Community Development Services

DATE: September 22, 2016

SUBJECT: A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN ONLINE SOLUTIONS, LLC (CITIZENSERVE) AND THE CITY OF URBANA FOR AUTOMATED SERVICES RELATED TO BUILDING SAFETY

AN ORDINANCE REVISING THE ANNUAL BUDGET ORDINANCE FOR FY 2016/17 (Automated Systems for Building Safety)

Description:

On the agenda of the September 26, 2016 of the Urbana Committee of the Whole is a Resolution Approving and Authorizing the Mayor to Execute an Agreement between Online Solutions, LLC (Citizenserve) and the City of Urbana for automated services related to building safety. Also on the agenda is a budget amendment to reallocate funds from a related line item to pay for the first year costs of the service.

Background & Discussion

There has been a long-time need to improve the City's rental housing inspection program through the application of an automated system that can quickly and efficiently allow inspectors to complete inspections, prepare reports, and to track correction of violations. There is also a related need to automate the City's Rental Registration program to facilitate on-line payment of registration fees and to compile registration information into a database that can be coordinated with other City data bases. Finally, there is a need to replace the City's building permit software system (as the current software no longer has manufacturer support) and to integrate this system with the City's other automated systems.

City funds for building safety automation were first introduced into the City's budget, along with additional funds for code enforcement, in FY 2014-15. These funds have been carried forward in the subsequent two budgets as the City has entered into a comprehensive information technology procurement process, involving multiple departments. The City has now completed its data

needs specification and vendor procurement process and is ready to proceed with the requested services agreement and related budget amendment.

Housing Inspections and Rental Registration. The City's housing inspectors are responsible for systematically inspecting more than 9,400 rental housing units contained within 22 zones, with a goal of inspecting all units within a five- to six-year cycle. In addition, inspectors respond to over 100 tenant and other housing related complaints each year. Other regular inspections include annual inspections of 22 certified housing facilities under contract with the University of Illinois, annual inspections of seven mobile homes parks, and bi-annual inspections of 21 hotel/motel properties.

These inspections are currently scheduled using Microsoft Outlook calendaring, a manual "tickler" system and paper printouts. Inspectors must schedule, document, and report inspections, track compliance, perform re-inspections, issue "cleared" reports, grade each property, and provide reports to City Council on open violation tickets and other housing-related activities. Inspectors document inspections using paper lists and digital photos. Reports are processed using Microsoft Word templates, manually incorporated code citations and building specific information by the inspectors and support staff compiled in Word. A summary of the inspection is then manually keyed into the property record in the mainframe AS400 system by staff. Scheduling of re-inspections for the systematic process is accomplished through the use of a paper tickler file system, in addition to Outlook. Currently, all inspector results and records are maintained in multiple formats and recorded in the AS400, in "pdf" format as electronic property maintenance files, and as paper copies in the Community Development filing cabinets.

The rental registration program requires significant staff time in preparing billing, receiving payments, recording payments, and copying/scanning over 2,400 registration documents into the AS400 on an annual basis. Staff also verifies any changes in the registrations and keys in changes in ownership, and property manager information into the AS400 system.

Automation of the housing inspection and rental registration programs will allow for significant savings in staff time. The housing inspection software will allow for a significant increase in the pace of inspections and in the accuracy and follow-through of corrections of deficiencies, resulting in a positive impact on the overall safety of the housing stock in Urbana. Automation of the rental registration program will result in improved customer service and will allow support staff additional time to provide improved support to the Department and to the public at large.

Building Permitting and Inspection. In 2015, the Building Safety Division issued 1,453 construction-related permits and completed 2,464 building construction inspections. The City currently has no provision for electronic submittal of, or payment for, plan reviews and building related permits. Application documents are available online in fillable format but must be printed on paper to be submitted for review.

The building plan review process is completed using a paper-based process and review comments are sent to architects in "pdf" format via email and paper format via US Mail. For

building inspection scheduling, staff utilizes Microsoft Outlook and "PTWin" software for scheduling, tracking and recording building inspections.

Building Safety utilizes hard files, the AS400 and PTWin program software to keep records of building permits, inspections, certificates of occupancy and other building code related information. The PTWin program rights which were sold several years ago and technical support for the program by its original manufacturer was terminated. Future use of the program is not practical due to the lack of available upgrades and support.

Acquisition of the Citizenserve software will allow for improved customer service and efficiencies of plan reviews and building permit issuance. The software will also allow for improved coordination with other staff and departments during the plan review process and for improved record keeping. Improved coordination among departments has long been a goal of the city and the new software will allow for improved information sharing and coordination.

Software Acquisition. The implementation of modern software and hand held equipment will help to improve service and provide a more expeditious process for scheduling, inspecting, and record keeping. It will also allow for the processing of submittals and payment by developers, builders, property owners, and property managers for Building Safety Division services and programs.

Community Development staff worked with Information Technology staff in 2015 and 2016 to procure proposals to implement software that will provide the services needed in an efficient and cost effective manner. IT staff also worked with Finance and Public Works Departments to identify the software needs of each of those departments. Subsequently, the IT Division issued a combined Request for Proposals (RFP) on February 1, 2016 to address these multiple software needs, with a submittal deadline of April 8, 2016.

Included in the RFP criteria for the Property Maintenance software was the requirement to provide a software system that would allow inspectors to use mobile devices to record inspection results on-site, including photos and video, with easy referral to pertinent Code language; to use these inspection reports to generate violation letters to property owners, including citations to relevant code sections and established compliance timelines; to track compliance automatically; and to issue "clear" notices once violations are corrected.

Three proposals were received that responded to the Community Development RFP requirements for the Building Safety Division. Two of those companies were invited to demonstrate their software and answer staff questions.

Proposed Software Purchase. Following the demonstration process, IT and Community Development staff agreed that the proposal that most closely matched the needs of the Community Development Department and which could be most efficiently implemented was submitted by Citizenserve (Online Solutions LLC). Citizenserve has worked with the City's Legal Division and IT staff to develop an agreement for services that is attached to this Memorandum and for which approval is sought.

Budget Amendment Request: Citizenserve has submitted an order form detailing the total first year costs along with subsequent yearly fees for the services outlined in the Agreement and summarized in this memorandum. The first year fees are estimated to be **$33,100** and the fees for each additional year are estimated to be **$16,500** per year. In addition, IT estimates that the costs of tablets for inspectors and upgrades to the desktop Adobe required by the software will be approximately **$4,200**. Currently, the FY16/17 has $18,000 allocated for "housing inspection software" that can be used to pay for the first year costs. In addition, the attached budget amendment would reallocate $15,000 in the budget line for the Code Enforcement Coordinator towards the software acquisition, and additional $4,200 from a combination of the Code Enforcement Coordinator position and salary savings from currently open Housing Inspector position towards the Housing Equipment fund to pay for the tablets and other related software upgrades. For subsequent years, it is anticipated that the Code Enforcement Coordinator, which is a vacant position, can be reprogrammed to cover the annual fees associated with the software.

Options

City Council has the following options in this matter:

1. Approve the Resolution Approving and Authorizing the Execution of an Agreement between Online Solutions, LLC (Citizenserve) and the City of Urbana for Automated Services Related to Building Safety and the associated Ordinance Revising the Annual Budget Ordinance for FY 2016/17 (Automated Systems for Building Safety)

2. Approve the Resolution Approving and Authorizing the Execution of an Agreement between Online Solutions, LLC (Citizenserve) and the City of Urbana for Automated Services Related to Building Safety and the associated Ordinance Revising the Annual Budget Ordinance for FY 2016/17 (Automated Systems for Building Safety), with changes

3. Do not approve the Resolution Approving and Authorizing the Execution of an Agreement between Online Solutions, LLC (Citizenserve) and the City of Urbana for Automated Services Related to Building Safety and the associated Ordinance Revising the Annual Budget Ordinance for FY 2016/17 (Automated Systems for Building Safety)

Fiscal Impacts

The proposed acquisition of software services will have no negative impact on the City's budget, but will have positive impacts on the City's ability to collect fees and to efficiently render services. Funds for the acquisition of the services have already been budgeted and/or can be reallocated from related line items. The ongoing service costs for subsequent years will be determined as part of the budget process for next year, and can potentially be funded by the Code Enforcement Coordinator position savings.

Recommendation

Staff recommends that the City Council **APPROVE** the Resolution Approving and Authorizing the Execution of an Agreement between Online Solutions, LLC (Citizenserve) and the City of Urbana for Automated Services Related to Building Safety and the associated Ordinance Revising the Annual Budget Ordinance for FY 2016/17 (Automated Systems for Building Safety).

Memorandum Prepared By:

Jc _____ er
                          on

Attachments:

1. A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN ONLINE SOLUTIONS, LLC (CITIZENSERVE) AND THE CITY OF URBANA FOR AUTOMATED SERVICES RELATED TO BUILDING SAFETY
2. CITIZENSERVE SERVICE AGREEMENT
3. AN ORDINANCE REVISING THE ANNUAL BUDGET ORDINANCE FOR FY 2016/17 (Automated Systems for Building Safety)
4. CITIZENSERVE ORDER FORM

RESOLUTION NO. 2016-09-063R

A RESOLUTION APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN ONLINE SOLUTIONS, LLC (CITIZENSERVE) AND THE CITY OF URBANA FOR AUTOMATED SERVICES RELATED TO BUILDING SAFETY

WHEREAS, the City of Urbana ("City") has determined that the automation of certain building safety services, including housing inspections, building permits, and rental registration will be a benefit to the City and to its residents; and

WHEREAS, the City has undertaken a procurement process for the provision of such services, including the issuance of a Request for Proposals, review of submittals, and selection of the most qualified provider; and

WHEREAS, Online Solutions, LLC (Citizenserve) has been determined to be the service provider who is most capable of providing the necessary services to the City.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Urbana, Champaign County, Illinois, as follows:

Section 1.

A Service Agreement between the City of Urbana, Illinois, and Online Solutions, LLC (Citizenserve), in substantially the form of the copy of said Agreement attached hereto and hereby incorporated by reference, be and the same is hereby authorized and approved.

Section 2.

The Mayor of the City of Urbana, Illinois, be and the same is hereby authorized to execute and deliver and the City Clerk of the City of Urbana, Illinois, be and the same is hereby authorized to attest to said execution of said Agreement as so authorized and approved for and on behalf of the City of Urbana, Illinois.

PASSED BY THE CITY COUNCIL this ____ day of _____, _____.

_____
Phyllis D. Clark, City Clerk

APPROVED BY THE MAYOR this ____ day of _____, _____.

_____
Laurel Lunt Prussing, Mayor

CITIZENSERVE SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the "Agreement") between Online Solutions LLC. ("CitizenServe") with its principal place of business 1101 East Warner, Suite 160, Tempe, Arizona 85284 and City of Urbana, Illinois ("Customer") with its principal place of business at 400 S. Vine St, Urbana, IL 61801 is made effective as of the latest date appearing on the signature page below ("Effective Date").

1. ONLINE SOLUTIONS DELIVERY OF SERVICES:

CitizenServe grants to Customer a non-exclusive, non-transferable, limited subscription to access and use the CitizenServe software and online delivery of the software (collectively known as "Software/Service") in consideration of the fees and terms described in the CitizenServe Order Form appended hereto and incorporated herein ("Order Form").

The subscription will begin on the date specified in the Order Form which is the date CitizenServe will begin providing the Software/Service. CitizenServe's responsibilities begin regarding providing support, infrastructure, backing up data, performing setup and configuration on the date when the subscription begins. Payments in the Order Form may be based upon milestones in the project. Implementation and "go live" timelines vary based on the availability and responsiveness of Customer's personnel and on the Customer's priorities and objectives. CitizenServe and Customer agree that they will work collectively on a reasonable best efforts basis to achieve a satisfactory migration from legacy systems and to achieve the Customers implementation objectives.

2. CUSTOMER RESPONSIBILITIES:

Customer acknowledges it is receiving only a limited subscription to use the Software/Service and related documentation, if any, and shall obtain no title, ownership nor any other rights in or to the Software/Service and related documentation, all of which title and rights shall remain with CitizenServe. In addition, Customer agrees that this subscription is limited to applications for its own use and may not lease or rent the Service nor offer its use to third persons. All Customer data is and shall remain owned by the Customer and CitizenServe shall not share or otherwise disclose any Customer data to third persons without the prior written consent of Customer.

3. SERVICE LEVELS:

CitizenServe will use commercially reasonable efforts to backup and keep the Software/Service in operation consistent with applicable industry standards and will respond to Customers' requests for support during normal business hours.

4. TERMINATION:

In the event either party breaches any term contained in this Agreement and if the breaching party fails or refuses to cure the breach in the manner provided for in Section 8 of this Agreement, the non-breaching party shall have the right to terminate this Agreement with said termination becoming effective five (5) business days after the sending of written notice of such termination.

In the event this Agreement is terminated, CitizenServe will discontinue providing Customer with Software/Services under this agreement. CitizenServe will provide Customer with an electronic copy of all of

Customer's data which Customer has provided to CitizenServe, if requested; and, provisions of this Agreement regarding CitizenServe's rights, title and interest in and to its Software/Service will continue to survive.

5. INDEMNIFICATION

Each party to this Agreement agrees to indemnify, defend and hold harmless the other party and its elected and appointed officials, employees, contractors, and representatives, in the case of Customer and its employees and elected and appointed officials, in the case of CitizenServe from any and all claims, causes, demands, causes of action, liability, judgments, decrees, orders, losses, costs and expenses (including but not limited to actual attorneys' fees), which are directly or proximately caused by an intentional, willful, wanton, grossly negligent, or negligent act or omission by the indemnifying party.

6. ACCEPTABLE USE:

Customer represents and warrants that the Services will only be used for lawful purposes.

CitizenServe may request Customer to terminate any elected or appointed official's or employee's use of the Service should it be objectively determined by CitizenServe and Customer that such misuse occurred by any of Customer's elected or appointed officials or employees. Any such request by CitizenServe must be in writing and such writing must identify the individual or individuals who mis-used the Service and how the Service was mis-used. Customer shall have the right to undertake an independent investigation to determine whether any such mis-use occurred and if Customer determines that no such mis-use occurred, then the parties shall confer and negotiate a resolve concerning their differences insofar as whether any such mis-use has in fact occurred. 7. CONFIDENTIALITY:

Each party hereby agrees to maintain the confidentiality of the other party's confidential, proprietary and trade secret materials and information, including but not limited to, all information, knowledge or data not generally available to the public which is acquired in connection with this Agreement, unless disclosure is required by law. Each party hereby agrees not to copy, duplicate, or transcribe any confidential documents of the other party except as required in connection with their performance under this Agreement. Customer acknowledges that the Services contain valuable trade secrets, which are the sole property of CitizenServe, and Customer, on behalf of itself, its elected and appointed officials, and its employees, agrees to use reasonable care to prevent third persons from learning of or obtaining these trade secrets or have unauthorized access to the Services. CitizenServe will use reasonable efforts to insure that any CitizenServe contractors maintain the confidentiality of proprietary materials and information which concerns or relates to trade secrets, processes, operations, style of works, or apparatus. In the event either party receives an order, decree, search warrant, or subpoena from a court of competent jurisdiction which seeks information which the other party deems proprietary, confidential and/or trade secret, the recipient of such or order, decree, search warrant, or subpoena shall promptly notify and provide a copy of the same to the other party so that the other party may, at its election, contest the order, decree, search warrant, or subpoena, as the case may be.

8. MISCELLANEOUS PROVISIONS:

In the event of any default on or breach of this Agreement or part thereof, the non-defaulting party shall give written notice to the defaulting party which notice shall identify the nature of the default in reasonable detail and shall identify the portion of this Agreement deemed to be in breach or default. The defaulting party shall have five (5) business days in which to (i) correct the default in full; (ii) provide the non-defaulting party with an explanation

insofar as why the defaulting party deems itself not in default; or (iii) provide a reasonably short and specific timeframe in which the default believes it can correct the default.

This Agreement will be governed by and construed in accordance with the laws of the State of Illinois. Any action to construe, interpret, enforce or for breach of this Agreement or any provision contained herein shall be initiated and maintained in the Circuit Court for the Sixth Judicial Circuit, Champaign County, Illinois.

CitizenServe may not assign its rights and obligations under this Agreement, in whole or part, without prior written consent of Customer, which consent will not be unreasonably withheld.

9. ACCEPTANCE:

The parties represent and warrant that the individuals authorized to execute this Agreement on behalf of the parties respectively are duly authorized to do so. Authorized representatives of Customer and CitizenServe have read the foregoing and all documents incorporated therein and agree and accept such terms effective as of the date first written above.

Customer: City of Urbana   **Online Solutions, LLC**

Date: _____ Date: _____

Signature: _____ Signature: _____

Print Name: _____ Print Name: _____

Title: _____ Title: _____

ORDINANCE NO. 2016-09-092

**AN ORDINANCE REVISING THE
ANNUAL BUDGET ORDINANCE FOR FY2016/17**
(Automated Systems for Building Safety)

WHEREAS, the Annual Budget Ordinance of and for the City of Urbana, Champaign

County, Illinois, for the fiscal year beginning July 1, 2016, and ending June 30, 2017, (the

"Annual Budget Ordinance") has been duly adopted according to Sections 8-2-9.1 et seq. of the

Illinois Municipal Code (the "Municipal Code") and Division 2, entitled "Budget", of Article VI,

entitled "Finances and Purchases", of Chapter 2, entitled "Administration", of the Code of

Ordinances, City of Urbana, Illinois (the "City Code"); and

WHEREAS, the City Council of the said City of Urbana finds it necessary to revise said

Annual Budget Ordinance by deleting, adding to, changing or creating sub-classes within object

classes and object classes themselves; and

WHEREAS, funds are available to effectuate the purpose of such revision; and

WHEREAS, such revision is not one that may be made by the Budget Director under the

authority so delegated to the Budget Director pursuant to section 8-2-9.6 of the Municipal Code

and section 2-133 of the City Code.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF

URBANA, ILLINOIS, as follows:

Section 1. That the Annual Budget for FY2016/17, as revised, is hereby revised to provide as

outlined in the attached Exhibit A.

Section 2. This Ordinance shall be in full force and effect from and after its passage and

publication in accordance with Section 1-2-4 of the Illinois Municipal Code.

This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nayes" being called, of

two-thirds of the corporate authorities then holding office (6 of 8 votes) of the City of Urbana,

Illinois, at a meeting of the corporate authorities.

    PASSED by the City Council this _____ day of _____,_____.

       AYES:
       NAYS:_____
       ABSTAINED:

                   _____
                   Phyllis D. Clark, City Clerk

       APPROVED by the Mayor this _____ day of _____,_____.

                   _____
                   Laurel Lunt Prussing, Mayor

Budget Amendment 2016/17 - Exhibit A

		Current Budget	Revised Budget	Difference	Reason
General Operating Fund					
Expenditures					
090-2-2100-1101	Housing Inspector	57,525	55,325	(2,200)	savings - vacant position
090-2-3100-1103	Code Enforcement Coord	17,166	66	(17,100)	savings - vacant position
090-2-2200-2410	Housing Equipment	120	4,320	4,200	tablets for inspections
090-2-3400-2600	Housing Inspect Software	18,000	33,100	15,100	1st year cost for software
Total Expenditures		34,964,744	34,964,744	-	
Ending Fund Balance		6,868,398	6,868,398	-	21.2% of recurring expenditures

citizenserve

Order Form

Account Name: City of Urbana, Illinois

Contact Information:	**Billing Information:**
Sanford Hess	Sanford Hess
IT Director	IT Director
City of Urbana	City of Urbana
400 S Vine St	400 S Vine St
Urbana IL 61801	Urbana IL 61801
Email: sfhess@urbanaillinois.us	Email: sfhess@urbanaillinois.us
Phone: 217-384-2354	Phone: 217-384-2354

Contact Term:
Billing Cycle: Annual
Billing Schedule: Per Appendix B
Service Term Starts: On Effective Date
Service Term Ends: One year after Effective Date

Components Selected:
Code Enforcement
Permitting
Planning and Zoning
Business Licensing
Citizen Access Pages

Fees:

11 User Subscriptions	$1,500 per named user per year	$16,500.00
Setup, Training and Implementation	$600 per named user	$6,600.00
Additional Services	Property Maintenance data conversion (DB2)*	$5,000.00
	Permitting data conversion (Black Bear)*	$5,000.00
	Payment processors listed in Appendix A	$0.00
	Batch load of county parcel data and ongoing updates	$0.00
	Batch load of GIS data layers and ongoing updates	$0.00
	Batch daily export of financial data	$0.00
	2-way Outlook Integration (not requested)	$0.00
	Total 1st Year Fees	**$33,100.00**
	Each Additional Year Fees	**$16,500.00**

*This is a firm not-to-exceed amount. After reviewing the source data and data migration requirements the amount could be reduced.

I authorize Online Solutions, LLC to invoice as per the above information.

Online Solutions: Customer:

_____   _____
Authorized Signature   Authorized Signature

_____   _____
Print or Type Name of Signatory   Print or Type Name of Signatory

_____   _____
Execution Date   Execution Date

Address: Address:
1101 E. Warner Road   City of Urbana
Suite 160   400 S Vine St
Tempe, AZ 85284   Urbana IL 61801

citizenserve

Appendix A – Citizenserve existing payment processors

Authorize.net
CyberSource
ETS
Invoice Cloud
HP Convenience Pay Services
PayPal
Xpress Bill Pay
CiviTek

Integration with Payment processor not on this list will incur a onetime charge of $5,000

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Order Form
Appendix B – Subscription and Milestone Billing Schedule

Invoice	Due Upon	Subscription	Setup	Data Conversion DB2	Black Bear	Total
Subscription and 50% of setup and 50% of conversion	Contract Signing	$16,500	$3,300	$2,500	$2,500	$24,800
50% Setup	First Go Live		$3,300			$3,300
50% DB2 Conversion	Completion			$2,500		$2,500
50% Black Bear Conversion	Completion				$2,500	$2,500
Total		$16,500	$6,600	$5,000	$5,000	$33,100