

**A G E N D A**  
**WORK SESSION**  
**City of Moberly**  
**September 19, 2022**  
**6:00 PM**

**Requests, Ordinances, and Miscellaneous**

1. Consideration Of An Appointment To The Electrical Board.
2. Appointment to the Fire Prevention Board
3. MACC Ball Field Improvements
4. A Resolution Authorizing the City Manager of Moberly, Missouri to Execute An Agreement with Xpress Bill Pay To Provide water & sewer customer bill presentment, credit card processing, and other electronic money consolidation services.

# City of Moberly

## City Council Agenda Summary

Agenda Number: WS #1.  
 Department: Comm. Dev.  
 Date: September 19, 2022

**Agenda Item:** Consideration Of An Appointment To The Electrical Board.

**Summary:** There is a vacancy due to the resignation of Deb Derboven with Ameren Missouri. The Electrical Board requires two (2) members. Staff advertised and no applications were received; however, after speaking with different individuals we received an application from Brian Blackburn. The application is attached.

**Recommended Action:** Bring forward to the October 3, 2022, regular City Council meeting for final approval and appointment.

**Fund Name:** N/A

**Account Number:** N/A

**Available Budget \$:** N/A

### ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input checked="" type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____

### Roll Call

**Aye** **Nay**

#### Mayor

M\_\_\_ S\_\_\_ **Jeffrey** \_\_\_ \_\_\_

#### Council Member

M\_\_\_ S\_\_\_ **Brubaker** \_\_\_ \_\_\_

M\_\_\_ S\_\_\_ **Kimmons** \_\_\_ \_\_\_

M\_\_\_ S\_\_\_ **Kyser** \_\_\_ \_\_\_

M\_\_\_ S\_\_\_ **Lucas** \_\_\_ \_\_\_

Passed Failed



## Board/Commission Application Form

Individuals serving on boards or commissions play an important role in advising the City Council on matters of interest to our community and its future. For the most part, Board and Commission members must be residents of City of Moberly. When a vacancy occurs, an announcement of that vacancy will be posted. The City Council will review all applications. The appointment will be made at a formal City Council meeting. Appointees serve as unpaid volunteers.

**This application is a public document and as such it or the information it contains may be reproduced and distributed. This application will remain active for two years and you will automatically be considered for any vacancy occurring during that time.**

Name of Board or Commission: Electric Examiner Date: 9/6/22

Your Name: Brian Blackburn Street Address: 24814 Audrain Road 442, Mexico

Phone number(s): (evening) 573-473-2763 (day) 573-473-2763

Email: bblackburn@ameren.com

Do you live within the corporate limits of City of Moberly? Yes ☒ No

How long have you been a resident of City of Moberly? n/a

Occupation: Distribution Design Consultant Employer: Ameren Missouri

### **Optional Questions (use back of application if necessary)**

What experience and/or skills do you have that might especially qualify you to serve on this board or commission?

Previously employed by an Electrical Switchgear manufacturer for 20 years. Have worked for Ameren Missouri in the Moberly division since 2021.

I've worked part-time as an Architectural drafter for 15 years.

What particular contributions do you feel you can make to this board or commission?

Insight on Ameren's Service Manual updates, changes, etc. Will be able to work in parallel when inspecting customer meter bases/services in Moberly.

***I will attend meetings in accordance with the adopted policies of City of Moberly, Missouri. If at any time my business or professional interests conflict with the interests of the Commission, I will not participate in such deliberations. References may be secured from the following individuals:***

1. Chris Long Phone: 660-651-4888
2. Rob Robuck Phone: 660-651-1345
3. Tony Harlan Phone: 660-670-2889

Brian Blackburn  
Signature of Applicant

\*Additional Information may be attached to this form.

Return to: City of Moberly, 101 West Reed Street, Moberly, MO 65270

**Carla Beal**

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**From:** Aaron Decker  
**Sent:** Tuesday, August 30, 2022 9:42 AM  
**To:** Carla Beal; Tom Sanders  
**Subject:** FW: Deb Derboven Resignation

**From:** deblee26@charter.net <deblee26@charter.net>  
**Sent:** Tuesday, August 30, 2022 9:39 AM  
**To:** Aaron Decker <adecker@cityofmoberly.com>; Rick Ridgeway <rickr@cityofmoberly.com>  
**Cc:** 'Chris Long' <mnlong@sbcglobal.net>  
**Subject:** Deb Derboven Resignation

**It is with great thought and consideration that I submit my resignation from the City of Moberly Electrical Board effective September 1, 2022.**

**I have appreciated the time and opportunity that I have spent on this board but believe for a number of reasons that this is the best option for myself and the board. I am now retired from Ameren and accordingly are “out of the loop” on many things moving forward. It will be important for the City to have someone who will stay up to date on all code details.**

**In addition, I also see certain things that are in play that I don’t consciously agree with. During my 40+ years with Ameren it become an important part of the job to know people and not just the work they do. It becomes evident who has character and integrity and who does not. Knowing these things assisted me in my job with enforcement. I knew who was trying to cut corners and who was not. Comradery is a two way street and builds relationships which ultimately assist with everyone’s jobs.**

**Again I appreciate the time I have spent and I wish you all well.**

**Deb Derboven**



# City of Moberly

## City Council Agenda Summary

Agenda Number: \_\_\_\_\_

WS #2.

Department: Fire

Date: September 19, 2022

**Agenda Item:** Appointment to the Fire Prevention Board

**Summary:** In October 2022 Board Member Darryl Rasmussen's term will expire. The Fire Department has had conversation with Mr. Rasmussen where he stated he would like to remain on the board. The term of service is 5 years.

**Recommended**

**Action:** Direct staff to bring to the October 3<sup>rd</sup> Council meeting for appointment.

**Fund Name:** N/A

**Account Number:** N/A

**Available Budget \$:** 0.00

**ATTACHMENTS:**

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input checked="" type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____

**Roll Call**

**Aye**

**Nay**

**Mayor**

M\_\_\_ S\_\_\_ **Jeffrey** \_\_\_\_\_

**Council Member**

M\_\_\_ S\_\_\_ **Brubaker** \_\_\_\_\_

M\_\_\_ S\_\_\_ **Kimmons** \_\_\_\_\_

M\_\_\_ S\_\_\_ **Kyser** \_\_\_\_\_

M\_\_\_ S\_\_\_ **Lucas** \_\_\_\_\_

Passed Failed

## Board/Commission Application Form

Individuals serving on boards or commissions play an important role in advising the City Council on matters of interest to our community and its future. For the most part, Board and Commission members must be residents of City of Moberly. When a vacancy occurs, an announcement of that vacancy will be posted. The City Council will review all applications. The appointment will be made at a formal City Council meeting. Appointees serve as unpaid volunteers.

**This application is a public document and as such it or the information it contains may be reproduced and distributed. This application will remain active for two years and you will automatically be considered for any vacancy occurring during that time.**

Name of Board or Commission: Fire Prevention Board of Appeals Date: 9-15-2022

Your Name: Darryl Rasmussen Street Address: 1301 Fisk

Phone number(s): (evening) 660-651-0952 (day) same

Email: rassprodce@gmail.com

Do you live within the corporate limits of City of Moberly? Yes / No

How long have you been a resident of City of Moberly? 56 years

Occupation: retired/self employed Employer: \_\_\_\_\_

**Optional Questions (use back of application if necessary)**

What experience and/or skills do you have that might especially qualify you to serve on this board or commission?

30 years in the fire service

What particular contributions do you feel you can make to this board or commission?

*I will attend meetings in accordance with the adopted policies of City of Moberly, Missouri. If at any time my business or professional interests conflict with the interests of the Commission, I will not participate in such deliberations. References may be secured from the following individuals:*

1. Micah Panjoda Phone: 1-660-998-0490
2. Bill Whearty Phone: 1-573-590-2344
3. Robert Cread Phone: 660-651-0371

Darryl Rasmussen  
Signature of Applicant

\*Additional Information may be attached to this form.

Return to: City of Moberly, 101 West Reed Street, Moberly, MO 65270

# City of Moberly

## City Council Agenda Summary

Agenda Number: WS #3.

Department: Parks

Date: September 19, 2022

**Agenda Item:** MACC Ball Field Improvements

**Summary:** Advertisement was made, direct solicitations were sent, and two bids were received for the MACC improvements (dugouts, batting cages, bullpens) on their game fields. These improvements are to enable the current fields which meet the public needs for our youth and adult co-ed ball program to meet the requirements and needs for college ball.

The bids came in higher than engineering estimates. MACC prefers moving forward with the low bidder.

**Recommended**

**Action:** Move forward to the October 3<sup>rd</sup> meeting for approval.

**Fund Name:** Athletic Complex – Capital Improvement

**Account Number:** 115.048.5502

**Available Budget \$:** \$

**ATTACHMENTS:**

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution
<input checked="" type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____

**Roll Call**

**Aye**   **Nay**

**Mayor**

M\_\_\_ S\_\_\_ **Jeffrey**      \_\_\_      \_\_\_

**Council Member**

M\_\_\_ S\_\_\_ **Brubaker**      \_\_\_      \_\_\_

M\_\_\_ S\_\_\_ **Kimmons**      \_\_\_      \_\_\_

M\_\_\_ S\_\_\_ **Kyser**      \_\_\_      \_\_\_

M\_\_\_ S\_\_\_ **Lucas**      \_\_\_      \_\_\_

Passed

Failed

## Macc Ball Field Improvements

## CITY OF MOBERLY

## "BID OPENING"

Date: 9/9/22, 2 pm

L & J Development Inc\$ 504,988.<sup>00</sup>

\$ \_\_\_\_\_

Bleigh Construction Co.\$ 493,000.<sup>00</sup>

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

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\$ \_\_\_\_\_

\$ \_\_\_\_\_

## MACC Ball Field Improvements

CITY OF MOBERLY

## "BID OPENING"

Sign-In Sheet

Date: 9/9/2022 . 2pmNameCompanyShannon HanceCity of MoberlyDanny ThomasBleigh Const. Co.JEFFREY LAWRENCEL&J DEVELOPMENTRyan LongL&J DevelopmentJacob BurtonCity of Moberly



September 9, 2022

City of Moberly  
Attn: Shannon Hence  
City Clerk  
Moberly City Hall  
101 West Reed Street  
Moberly, MO 65270

**RE: MACC Ball Field Improvements**

Bleigh Construction proposes to furnish material, equipment, and perform all labor necessary to construct the dugouts, bull pens and batting cages per the engineer drawings.

Bleigh Construction proposes to execute the above work for the lump sum total of **\$493,000.00.**

If incimate weather prohibits construction activities, Bleigh Construction proposes alternate pricing to house and heat the current construction activity in order to keep the project moving forward for the lump sum total of **\$40,000.00.**

All work was figured to be performed during normal business hours. If you have any questions, or need further information, please give us a call. Thank you for the opportunity to provide pricing for this project.

We acknowledge 3 addenda.

Sincerely,



Louis Vannatta  
Vice-President  
Bleigh Construction Company



Company ID Number: 181025

## THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

### ARTICLE I

#### PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **Bleigh Construction Company** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

### ARTICLE II

#### FUNCTIONS TO BE PERFORMED

##### **A. RESPONSIBILITIES OF SSA**

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



Company ID Number: 181025

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

**Employer Bleigh Construction Company**

**Penny S Chaney**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

01/15/2009

Date

**Department of Homeland Security – Verification Division**

**USCIS Verification Division**

Name (Please Type or Print)

Title

*Electronically Signed*

Signature

01/15/2009

Date



# L&J Development Inc

September 9, 2022

MACC Ball Field Improvements  
Howard Hills Athletic Complex  
Highway 24 West  
Moberly, MO 65270

We recognize 3 Addendums issued by Owner or their Design Team.

Our Bid Price is **\$504,988.00** for the work.

Bid Includes a Performance and Payment Bond.

Our bid is good for Sixty days from September 9, 2022.

A copy of our breakout is attached for clarification.

Sincerely,



Jeffrey W. Lawrence  
President

PO Box 715 \* 801 N Morley Street \* Moberly, Missouri 65270 \* (660) 269-8008

## BUDGET COST ESTIMATE

**L&J Development Inc**

801 N Morley Street - PO Box 715  
 Moberly, Missouri 65270  
 (660) 269-8008  
[www.ljdevelopment.com](http://www.ljdevelopment.com)

Date: September 8, 2022

Project No. L&J Job #1282  
 Project: City of Moberly  
 MACC Ball Field Improvements  
 101 West Reed Street  
 Moberly, MO 65270

Prevailing Wage: Yes  
 Materials Taxable: No

Description	Quantity	Unit	Division Sub-Totals	Notes:
Payment and Performance Bond ( 3.5%)	3.50%	LS	\$16,905.00	Payment and Performance Bond
<b>1.000 General Conditions</b>				
1.040 - Project Supervision	3	MTH		L & J Development
1.060 - Permits				By City of Moberly
1.515 - Temporary Toilet	3	MTH		A-1 Containers
1.590 - Field Office & Storage Storage Trailer	3	MTH		L & J Development
1.700 - Clean-up				
Daily Cleaning	30	HR		L & J Development
Supplies	1	LS		
1.708 - Dumpster / Dump Fee				
20 Yrd. Dumpster	3	TRIP		A-1 Containers
Dump Fee (Solid Waste)	5	TN		
Equipment Use Fee ( 20 Yrd.)	3	EA		
1.900 - Small Consumables & Equipment Rental for work	1	LS		Consumable Items
Division 1.000 General Conditions Total:			\$36,100.00	
<b>2.000 Sitework</b>				
2.310 - Grading - Finish & Rough	1	LS		L&J Development
<b>2.630 - Storm Drainage System</b>				
8" Corrugated HDPE PIPE 20'	4	EA		Menards
8" Coupler	4	EA		
12" Coupler	1	EA		
12" Corrugated 3-Part Elbow	1	EA		
12" to 8" Reducer	1	EA		
12" Round Area Drain	1	EA		
Gravel to backfill trench	1	LS		
Labor to Install	10	HR		L&J Development, Inc.
Equipment to Install	10	HR		L&J Development, Inc.
<b>2.750 - Concrete Paving</b>				
Sub-Contract	160	SF		Path to Visitor's Dugout on Softball Field
4", 6x6 6/6 WWF, over 4" Base				
<b>2.820 - Fences/Gates/Guardrails</b>				
Better Baseball Fencing	1	LS		Fence for Front of Dugouts
Freight:	1	LS		
Labor to Install	80	HR		L&J Development
<b>2.920 - Seed, Straw, or Sod</b>				
Batting Cages/Bullpens	10000	SF		4 Acres Nursery
Division 2.000 Sitework Total:			\$23,833.00	
<b>2.200 Demolition</b>				
2.220 - Demolition				
Demo Existing Dugouts	14	LS		L&J Development

Description	Quantity	Unit	Division Sub-Totals	Notes:
Moving the Existing bleachers	20	HR		L&J Development
Division 2.200 Demolition Total:			\$7,560.00	
3.000 Concrete				
3.100 - Footing System, Concrete				
Sub-Contract				
Footing 8"x30" (Dugouts)	414	LF		
Footing 18"x30" (Batting Cages)	64	LF		
Footing 8"x30" (Batting Cages)	258	LF		
3.300 - S.O.G. System, Concrete				
Sub-Contract	5410	SF		
4" Conc./4" Base, Reinf., Forming, VB & Labor				
3.600 - Grouting (Under Steel Columns)				
	1	LS		L&J Development
Division 3.000 Concrete Total:			\$77,347.00	
4.000 Masonry				
4.100 - Masonry				
Sub-Contract	1	LS		Harrison Masonry
Split-Face CMU, 8"x16"x8"				
Rebar for Reinforcement #4 @ 24"	1	LS		RebarCo
Pre-Cast Sill (8"x 6")	12	LF		
Division 4.000 Masonry Total:			\$110,394.00	
5.000 Steel				
5.800 - Lintels & Misc. Steel				
Labor to install Column Anchors	80	HR		Snyder Engineering
Labor to install Columns, Beams, & Lintels				L&J Development
Division 5.000 Steel Total:			\$17,940.00	
6.000 Wood & Plastics				
2x4x16' ACQ	14	EA		Menards
2x8x12' ACQ	170	EA		Menards
2x8x16' ACQ	72	EA		Menards
2x12x20' ACQ	24	EA		Menards
23/32"x4'x8' Exterior Grade	88	EA		Lowe's
1/2" Dia L-Bolt	58	EA		Lowe's
H 2.5 Clips	340	EA		Lowe's
1/2" Carriage Bolt 8"	24	EA		Lowe's
1/2" Flat Washer	24	EA		Lowe's
1/2" Nut	24	EA		Lowe's
Fasteners & Adhesives	1	LS		
Labor to Frame	240	HR		L & J Development
Division 6.000 Wood & Plastics Total:			\$35,527.00	
7.000 Thermal & Moisture Protection				
7.310 - Shingle Roof				
30# Felt 216SF/RL	84	BNDL		Lowe's
Labor to Install	14	RL		Lowe's
	29	SQ		L & J Development
7.600 - Flashing & Sheetmetal				
Drip Edge, 10'	56	EA		Lowe's
7.715 - Soffit & Fascia				
Fiber Cement Fascia	44	EA		Menards
Vented Soffit	16	EA		Menards
J Channel	18	EA		Menards
Labor to Install	120	HR		L & J Development
Division 7.000 Thermal & Moisture Protection Total:			\$18,165.00	



Description	Quantity	Unit	Division Sub-Totals	Notes:
<b>8.000 Doors &amp; Windows</b>				
8.100 - Hollow Metal Doors & Frames				CDF
HM Door 101 w/ Frame & Hardware	4	EA		
HM Door 102, 103 w/ Frame & Hardware	6	EA		
Freight/Fees	1	LS		
Labor to Install	30	HR		L & J Development
8.500 - Polycarbonate Windows				
Aluminum Sliding Window 6'x4'	2	EA		JB's Glass
Division 8.000 Doors & Windows Total:			\$22,469.00	
<b>9.000 Finishes</b>				
9.900 - Painting & Staining				
Paint Exterior Fiber Cement & Exposed Steel	40	HR		L&J Development
Exterior Paint 5-Gallon	1	EA		Lowes
Rust-Oleum C9578 Coal Tar Epoxy Base	4	GAL		
Rust-Oleum C9578 Coal Tar Epoxy Activator	4	GAL		
Paint Exterior Doors and Frames	10	EA		L & J Development
Division 9.000 Finishes Total:			\$7,654.00	
<b>11.000 Equipment</b>				
11.480 - Athletic Equipment				
Aluminum Player Bench w/ Shelf 15'	8	EA		Beacon Athletics
TUFFframe PRO Batting Cage Baseball	1	EA		Beacon Athletics
TUFFframe Elite Batting Cage Softball	1	EA		Beacon Athletics
40oz Nylon Blend Turf 15'x72'	2	EA		Beacon Athletics
40oz Nylon Blend Turf 15'x57'	1	EA		Beacon Athletics
Hitting Mat w/ Home Plate	2	EA		Beacon Athletics
Champro 3-Spike Pitchers Rubber	8	EA		Beacon Athletics
Beacon Freight	1	LS		Beacon Athletics
Sportsfield Specialties Cubby Unit	4	EA		Sportsfield Specialties
Roberts Outdoor Turf Adhesive 4-Gal	31	EA		Home Depot
Labor to Install	200	HR		L & J Development
Division 11.000 Equipment Total:			\$109,512.00	
<b>16.000 Electrical</b>				
16.100 - Electrical				
Sub-Contract	1	LS		Local Electrician
16.500 - Light Fixtures	18	LS		Elliot Electric
Lumark CLCS15				
Division 16.000 Electrical Total:			\$21,582.00	
Total of this Estimate:			\$504,988.00	

# xpress BILL PAY

## Gateway and Administrative Service Agreement

This Gateway and Administrative Service Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between **Xpress Solutions, Inc.** ("Xpress") and **City of Moberly, MO** ("Customer") upon such terms and conditions as are set forth below.

WHEREAS, Customer desires Xpress, and Xpress agrees to provide, Automated Clearing House (ACH) and other services to Customer as indicated in and subject to the terms and conditions of, this Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and the receipt of consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1.0 **Term and Renewal:** The Initial Term (the "Initial Term") of this Agreement shall be thirty-six (36) months from the date of this Agreement. This Agreement shall automatically renew for an additional twelve (12) months at the end of the Initial Term or any subsequent renewal term by the Customer upon the receipt by Xpress of the applicable Fees and under the same terms and conditions set forth herein, so long as the Customer is not and has not been in default in any term or condition of this Agreement. If Customer is a political subdivision, the parties agree that an automatic renewal cannot occur if Customer's governing board does not budget for payment of the Fees set forth in Section 2.0 in any given fiscal year of Customer.
- 2.0 **Fees and Payments:** Customer shall pay to Xpress a one-time set-up Fee, monthly maintenance, support, and hosting Fees, and various transaction Fees as set forth in Exhibit A (collectively the "Fees"). Xpress reserves the right to change the Fees at any time so long as Customer is provided no less than 30 days advance notice of a change. Customer authorizes Xpress to initiate an electronic ACH Debit Entry from Customer's bank account provided in Exhibit C on or about the 5th day of each month for the amount of all Fees that accrued during the prior month for any service, support, or maintenance Fee that is due as described in Exhibit A. If there are insufficient funds in Customer's account to cover the Debit, Xpress will contact customer for resolution which will include resubmission up to 3 times. This authorization may be revoked only by notifying Xpress in writing, which revocation shall take effect no later than five (5) business days after receipt by Xpress. Any outstanding Fees that are not paid when due shall bear interest at the rate of 18% per annum until the outstanding balance and all accrued interest are paid in full.
- 3.0 **Services Provided; Obligations of Customer to ODFI:** Transactions are placed through Xpress as a third party sender of ACH transactions with Customer as the "originator" of those transactions under the Rules and Regulations described below. Xpress will send all transactions through an Originating Depository Financial Institution (ODFI) all in accordance with the terms of this Agreement, the Operating Rules of the National Automated Clearing House Association (NACHA) and the applicable Federal Regulations governing ACH transactions including, without limitation, the Electronic Funds Transfer Act and Regulation E (collectively the "Rules and Regulations"). Entry or Entries shall mean either a Credit Entry or a Debit Entry. Customer agrees to comply with Xpress's requests for record retention and signature authorization. Customer hereby grants to Xpress or its designee the right to audit these authorizations and Customer's record retention compliance, at no expense to Xpress.

Customer hereby agrees to, and otherwise assumes, all obligations under the Rules and Regulations as an originator to the ODFI with respect to all Entries, which includes without limitation the unconditional obligation of Customer to pay and indemnify the ODFI for all Entries that are returned by any Receiving Depository Financial Institution (RDFI) for whatever reason.

In addition to the other services referenced in this Agreement, Xpress will provide Customer with an internet payment system. Xpress has developed a web interface that can be used for payment of accounts using credit cards, or electronic funds transfers (EFT). Xpress acts as a payment gateway interface for Customer's account

holders (the "End Users") to make payments. Xpress will facilitate the acquisition of the necessary merchant service accounts for credit cards. Xpress will provide the EFT and Lockbox services directly using its established banking relationships. Customer hereby authorizes Xpress to endorse checks and other payment items on behalf of Customer into an Xpress deposit account and deposit funds as necessary for the clearing of payments received for Customer. Xpress reserves the right to invest idle funds in its possession for the sole benefit of Xpress. Only merchant service accounts and electronic funds transfer accounts that are certified by Xpress may be used.

- 4.0 Support Services and Service Levels: Xpress will provide technical support services, including telephone, email (seven days a week), or other technology support implemented by Xpress, from 7:00 am to 6:00 pm (MST or MDT) for customers within the continental United States. The maximum response time for service shall not exceed 5:00 pm (Customer local time) of the next business day following the request for service by Customer. This support will be limited to the actual use of the Xpress internet payment system.
- 5.0 Software or Hardware: Customer will not receive any hardware or software from Xpress under this Agreement except as specified in Exhibit B. Customer will use its own computers and agrees to have internet services through an internet service provider. Customer agrees that the computers it uses will have sufficient memory and capacity to run at least Internet Explorer 8 or Mozilla Fire Fox 2.0.
- 6.0 Debit Authorization: Customer, as originator under the Rules and Regulations, hereby authorizes Xpress, or its designees, to initiate Debit and/or Credit Entries to Customer's bank account in accordance with this Agreement. Xpress' authority will remain in full force and effect until either (a) 90 days after Xpress has received written notification from Customer of the termination of this Agreement to provide Xpress reasonable opportunity to act upon any outstanding liabilities; or (b) all obligations of the Customer to Xpress that have arisen from this Agreement have been paid in full, including, but not limited to, those obligations described in this Agreement.
- 7.0 Accepting Transactions: Xpress will accept all completed batches from the Customer. Xpress is responsible for accepting and processing only those Entries that have been received in a proper format and on a timely basis. Any Entry returned to Xpress will be re-presented in accordance with the Rules and Regulations.
- 8.0 Returned Entries: Xpress will apply returned Entries to Customer's account when they are received. All returns will be processed and available through Xpress software or by other means as agreed to by Xpress and the Customer. With respect to each Notification of Change ("NOC") Entry or Corrected Notification of Change ("Corrected NOC") Entry transmitted by Xpress, the parties shall ensure that changes requested by the NOC or Corrected NOC are made by, or on behalf of, the Customer within six (6) banking days of Xpress receipt of the NOC information from the ODFI or prior to initiating another Entry to the Receiver's account, whichever is later.
- 9.0 Reports: Xpress will provide a detailed report of all funds transfers collected as a result of any and all funds transfers. All reporting will be via the Internet.
- 10.0 Limits of Xpress Liability: Xpress will be responsible for Xpress' performance in processing ACH services as a third party sender of ODFI transactions in accordance with the terms of this Agreement, and the other applicable Rules and Regulations. Xpress does not accept responsibility for errors, acts or the failure of others to act, including, and among other entities, banks, communications carriers or clearing houses through which Entries may be originated or Xpress receives or transmits information, and no such entity shall be deemed Xpress' agent. Xpress shall not be responsible nor bear any loss, liability or delay caused by fires, earthquakes, wars, civil disturbances, power surges or failures, acts of government or God, labor disputes, failures in communication networks, legal constraints or other events beyond Xpress' control.
- 11.0 Representations and Warranties Regarding End Users: Customer warrants that it will provide Xpress with relevant billing information for End Users. Customer agrees to indemnify and hold Xpress harmless from any claim or liability relating to any inaccuracy in billing information provided to Xpress. Customer further represents and warrants with respect to all Entries processed for Customer by Xpress that: (a) Each End User has authorized the debiting and/or crediting of his, her, or its account, (b) each Entry is for an amount agreed

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to by the End User, (c) each Entry is in accordance with the Rules and Regulations and properly authorized in all other respects. Customer agrees to defend, indemnify, and hold Xpress and all its agents harmless for any losses, liabilities, legal action costs or expenses incurred by Xpress as a result of any breach of these representations and warranties either intentionally or unintentionally by Customer. Customer shall cease initiating Entries immediately upon receiving actual or constructive notice of the termination or revocation by the End User of authority.

- 12.0 Regulatory Compliance: Customer will use its best efforts, and bears the final responsibility to ensure that Customer's policies and procedures meet the requirements of all applicable Rules and Regulations pertaining to ACH transactions of any kind. Xpress must and will also comply with all Rules and Regulations pertaining to ACH transactions. Without limiting the obligations of Customer to the ODFI under this Agreement and the Rules and Regulations for the payment of all returned Entries, Customer agrees to execute an origination agreement with the ODFI if required by the Rules and Regulations.
- 13.0 Record Keeping: Customer agrees to keep full and accurate data and records of its utilization of Xpress services and of the transactions giving rise to billing information for at least two (2) years after the date of the relevant transaction, or such longer period as required by the Rules and Regulations. Customer understands that Xpress and the ODFI will be required to participate in certain audits of Customer in connection with the credit card and electronic funds transfer services provided by Xpress. Customer agrees to cooperate with Xpress and ODFI in the performance of such audits, including providing information reasonably required in the course of such audits.
- 14.0 Compliance: Customer represents and warrants that all products and services offered, sold, or provided by Customer are offered, sold, or provided in compliance with all applicable laws and regulations. Customer agrees to comply with Xpress's Acceptable Use Policy as required by the Payment Card Industry Data Security Standard (PCI DSS) as provided in Exhibit D. Xpress will meet or exceed all applicable compliance requirements as required by current and future Payment Card Industry (PCI) rules of operation as well as the Rules and Regulations.
- 15.0 Termination: This Agreement may be terminated by either party upon not less than 30 days written notice to the other party specifying the effective date thereof. In the event this Agreement is terminated by Customer through no fault of Xpress, Xpress shall be paid for all services performed up to the date of termination.
- 16.0 Governing Law; Attorney' Fees: This Agreement shall be governed by and construed under the laws of the State of Utah. In the event suit or action is instituted to interpret or enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other party such sum as a court may adjudge reasonable as attorneys' fees at trial, on any appeal, and on any petition for review, in addition to other sums provided by law.
- 17.0 Independent Contractors: Both Customer and Xpress are acting hereunder as independent contractors and under no circumstances shall any of the employees of one party be deemed the employees of the other for any purpose. This Agreement shall not be construed as authority for either party to act for the other party in any agency or other capacity, or to make commitments of any kind for the account of or on behalf of the other, except to the extent and for the purposes provided for herein.
- 18.0 No Warranty: Xpress makes no warranty, expressed or implied, including warranties of merchantability and fitness for a particular purpose. Xpress shall have no liability with respect to its obligations under this agreement for consequential, special, direct, exemplary, punitive, or incidental damages to customer or to third parties dealing with customer even if Xpress has been advised of the possibility of such damages.
- 19.0 Entire Agreement: This Agreement and the exhibits hereto constitute the entire understanding and agreement among the parties with respect to the subject matter hereof, and there are no other agreements or understandings among the parties other than those contained herein. In the event any provision of this Agreement shall be held to be invalid, the same shall not affect in any respect the validity of the remainder of this Agreement.

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- 20.0 Successors and Assigns; Third Party Beneficiary: This Agreement shall be binding upon and inure to the benefit of the parties, and their respective heirs, successors and assigns. Neither party may assign its interest under this Agreement without the prior written consent of the other. The parties hereby agree that the ODFI with respect to any Entry, including Zion's First National Bank, a Utah state bank, shall have the right as a third-party beneficiary, in the event of a default under this Agreement or the agreement between Xpress and the ODFI, to enforce this Agreement directly and independently against Customer including the enforcement of Customer's liability to the ODFI as an originator under the Rules and Regulations.
- 21.0 Waiver: Failure of either party at any time to require performance of any provision of this Agreement shall not limit the parties' right to enforce the provision. Waiver of any breach of any provision shall not be waiver of any succeeding breach of the provision or a waiver of the provision itself or any other provision.



By signing below, Customer and Xpress shall be legally bound and agree to the terms of this Agreement and all of its Attachments.

**Accepted by:**

Xpress Solutions Inc.

BY:   
(Authorized Signature)

Keith Jenkins  
(Print or Type Name)

TITLE: President/CEO

DATE: 8/9/2022

**Accepted by:**

City of Moberly, MO

BY: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Print or Type Name)

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

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**EXHIBIT A****FEES****Initial Configuration Fees**

- |   |                 |
|---|-----------------|
| 1. Initial Setup Configuration and Development              | See Caselle     |
| Online Payment Module                                       |                 |
| Auto Pay Module   |                 |
| Card Swipe Module   |                 |
| 2. Training (One Full Day's Training)                       | See Caselle     |
| NOTE: You shall reimburse roundtrip airfare and hotel stay. | + airfare/hotel |
| 3. Online Utility Service Signup Form                       | \$500.00        |
| 4. Online Business License Renewal Display/Payment          | \$500.00        |
| 5. Online AR Statements Display/Payment                     | \$500.00        |

**Recurring Monthly Fees**

- |   |           |
|---|-----------|
| 6. Gateway Fees:  |           |
| Credit Card Processing (per transaction)  | \$ 0.39   |
| EFT Online Payments (per transaction)   | \$ 0.49   |
| EFT Returned Items  |           |
| (Invalid account number or unable to locate account)                              | \$ 6.00   |
| (NSF or Closed Account)   | \$ 12.00  |
| (Customer Stop Payment)   | \$ 30.00  |
| Bank Bill Pay (per transaction)   | \$ 0.25   |
| Lock Box Service (per transaction)  | * \$ 0.48 |
| Integrated Remote Deposit (per transaction)                                       | * \$ 0.36 |
| 800 Operator Assisted Payments (per transaction)                                  | \$ 0.95   |
| 800 IVR Assisted Payments (per transaction)                                       | \$ 0.95   |
| XBP Deposit Account Withdrawals   |           |
| (6 free per month then \$6.25)  |           |
| 7. Monthly Support & Hosting  | \$ 75.00  |
| (\$0.015 per billing statement hosted. Minimum \$75.00)                           | minimum   |
| 8. Monthly Account Keeping Fee  | \$ 19.00  |
| (Waived if you keep a \$25,000.00 minimum balance in your Xpress Deposit Account) |           |

*\* If service is activated*

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**EXHIBIT B**  
**OPTIONAL EQUIPMENT LIST PRICE LIST**

**Card Swipes**

USB Magnetic Stripe Credit Card Reader	\$ 75.00
USB Keyboard with Integrated Magnetic Credit Card Swipe	\$ 99.00

**Check Scanners**

Panini VisionX 50 Check Scanner	\$ 945.00
Panini VisionX 75 Check Scanner	\$ 1,145.00
Panini VisionX 100 Check Scanner	\$1,345.00

**Miscellaneous**

FMC Checkmate Check Jogger	\$ 249.00
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*\* **Please note:** prices subject to change at any time without further notice.*

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**EXHIBIT C**  
**CUSTOMER ACCOUNT INFORMATION**

Please provide the following information regarding Customer's bank account to which the debit entries will be directed for the payment of the Fees:

Name on Account:	Electronic Deposits
Account Type:	Checking
Routing Number:	081500749
Account Number:	137007746
Bank Name:	Central Bank of Moberly

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## EXHIBIT D

### ACCEPTABLE USE POLICY

#### Introduction

Xpress Bill Pay is committed to providing high-quality payment services for its customers. This Acceptable Use Policy (the "Policy") is designed to assist in protecting the Service, our Users, and the Internet community as a whole from improper and/or illegal activity over the Internet. By using the Service, you acknowledge that you and your Users are responsible for compliance with the Policy. You are responsible for violations of this Policy by any User that accesses the Services through your account. The Policy will be updated and revised occasionally and posted to the Xpress Bill Pay website. The Company reserves the right to modify this Policy at any time, effective upon posting at [www.xpressbillpay.com/adminPolicy.asp](http://www.xpressbillpay.com/adminPolicy.asp).

#### Purpose/Scope

The purpose of this Policy is to help protect the Company's network, each of the Company's clients and third-party users of the Internet, generally from harassing, deceptive, irresponsible and/or illegal activities.

The scope of this policy is all the Company's clients.

#### Policy

This Policy governs the usage of the Company's network by any person (regardless of whether that person is a Customer). Each person utilizing the Company network in any manner is responsible for complying with this Policy, and for providing assistance to the Company in furtherance of the objectives hereof, as the Company may request from time to time. The Company's Clients will be held solely responsible for the actions (or inactions) of any of their customers, downstream users, or third-party agents that use the Company's Network.

#### 1.1 Prohibited Actions

It shall be prohibited by this Policy to utilize the Company network in any manner which, in the sole discretion of the Company, is (A) illegal, disruptive, harassing or deceptive, or (B) a risk to the Company's network, its stability or security, or (C) inconsistent with this Policy and/or the Company's Rules and Regulations and/or any rules or policies of upstream Company network service providers. Set forth below, is a non-exclusive list of certain actions, omissions, etc., which are expressly prohibited under this Policy:

- Transmitting, distributing or storing any material in violation of applicable law, code or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret, protective order, contract, or other intellectual property right used without proper authorization. Also prohibited is material that is obscene, libelous, defamatory, constitutes an illegal threat, and/or violates export control laws
- Sending unsolicited bulk email messages and/or other advertising material to individuals who did not specifically request such material. This includes, but is not limited to, messages sent as email, "Spam," ICQ traffic, instant message traffic, GSM/GPRS data, or posting the same or similar message to one or more newsgroups (excessive cross-posting or multiple-posting). The Company's accounts or services may not be used to solicit customers from, or collect replies to, messages sent from another Internet Service Provider where those messages violate this Policy or the policy of the other provider. The Company reserves the right, in its sole discretion, to determine whether commercial email on the Company's Network complies with this Policy.
- Utilizing the Company's network (or any relay, proxy or other network element in conjunction with the Company network) to (A) forge the signature, IP address or other identifying mark or code of any other person, (B) impersonate or assume the identity of any other person, or (C) engage in any other activity

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(including "spoofing") to attempt to deceive or mislead other persons regarding the true identity of the user, including system identification information.

- Unauthorized attempts by a user to gain access to any account or computer resource not belonging to that user (e.g., "hacking" or "cracking"). This includes providing, or assisting in the provision of names, passwords or access codes to persons not authorized to receive such materials by the operator of the system requiring the password or access code.
- Obtaining or attempting to obtain service by any means or device with intent to avoid payment, violate policies or violate law. If a user is restricted or terminated from the Company's network, it is prohibited for a customer to make such services available to such user in an indirect manner.
- Unauthorized access, alteration, destruction, or any attempt thereof, of any information of the Company or any of the Company's clients or end-users by any means or device. This includes any deliberate or other attempt or activity to distribute or post any virus, worm, Trojan horse, or computer code intended to disrupt services, destroy data, destroy or damage equipment, or disrupt the operation of the Company's network or the network of a third-party;
- Knowingly engaging in any activities that will cause a denial-of-service (e.g., synchronized number sequence attacks) to users whether on the Company's network or on another provider's network.
- Advertising, transmitting, or otherwise making available any software, program, product, or service that is designed to violate this Policy or the Policy of any other Internet Service Provider, which includes, but is not limited to, the facilitation of the means to send e-mail spam, initiation of pinging, flooding, mail-bombing, denial of service attacks, and piracy of software.
- Using the Company's network in any manner which interferes with the use of the Company's network by other customers or authorized users.
- Utilize the Company's network in any manner that might subject the Company to unfavorable regulatory action, subject the Company to any liability for any reason, or adversely affect the Company's public image, reputation or goodwill, including, without limitation, sending or distributing obscene, hateful, vulgar, racially, ethnically or otherwise objectionable materials as determined by the Company in its sole discretion.
- Using the Company's network to host, access, promote or otherwise distribute any child pornography or obscenity.
- Causing or allowing the Company's network and/or the customer, its IP space or other elements of identification to be placed on so-called "SPAM Block Lists," "Spam Early Warning Systems," or other directories of spam or unsolicited bulk email originators and/or network abusers. It shall be incumbent upon each of the Company's Clients to monitor and modify their usage, and that of their users and customers, to insure compliance with this Policy generally, and also of this provision specifically.

### 1.2 Enforcement

The Company reserves the right, with or without notice, to restrict, block, modify or terminate services to any Client or user upon the threat or occurrence of a violation to the Policy. The Company reserves the right to cooperate with any court, law enforcement agency, investigator or network service provider in the investigation of threats to the integrity, stability, reliability and/or legality of the products and services offered by the Company and of any violations to the Policy.

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### 1.3 Client Duties

Each Client is obligated to assist the Company in the investigation of any threatened, alleged or actual violation of this Policy. The Client shall cooperate with designees of the Company in this regard. Clients of the Company are responsible for immediately reporting to the Company any issue which could compromise the stability, service or security of any user or system connected to the Company's network.

### 1.4 Client Password Policy

The Company's clients are required to follow the payment industry's user identification (User ID) and password best practices to protect the Company's sensitive credit card data. Client User IDs and passwords must meet the following requirements:

- User IDs must be unique to an individual and forever connected with a single user to whom it has been assigned.
- User must never share their IDs and/or passwords.
- Users must choose easily remembered passwords that are, at the same time, difficult for unauthorized parties to guess.
- Passwords are required to have a minimum of seven (7) characters.
- Passwords must meet strong password requirements. Passwords will contain both alphabetic and numeric characters. Passwords will also utilize upper and lower case letters and symbols.

### 1.5 Reports and Complaints

Any reports or complaints about the use or misuse of the Company's products or services should be directed to:

Xpress Solutions, Inc.  
108 South 700 East  
American Fork, UT 84003  
800-768-7295  
[security@xpressbillpay.com](mailto:security@xpressbillpay.com)

### 1.6 Digital Millennium Copyright Act

Xpress Solutions, Inc. maintains a separate policy on the handling of complaints under the Digital Millennium Copyright Act, which is incorporated into this Policy hereby and which may viewed at [www.xpressbillpay.com/copyright](http://www.xpressbillpay.com/copyright).

### 1.7 Handling Charges

The Company reserves the right to assess a handling fee, at its usual emergency project labor rate, to respond to abuse complaints incurred by the Company relating to a client and/or to handle, address, clean up and/or correct damage done to the operation of the Company's Network and business operations supported thereby. The fees will be billed in one (1) hour minimum increments. The Company hereby agrees to waive such fee for the first instance per customer of any such complaint, but shall impose the fee from and after the second such complaint.

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# City of Moberly

## City Council Agenda Summary

Agenda Number: \_\_\_\_\_

WS #4.

Department: Finance

Date: September 19, 2022

**Agenda Item:** A Resolution Authorizing the City Manager of Moberly, Missouri to Execute An Agreement with Xpress Bill Pay To Provide water & sewer customer bill presentment, credit card processing, and other electronic money consolidation services.

**Summary:** Xpress Bill Pay is a highly recommended add-on component service that will interface with Caselle. Numerous Caselle customers use it and are very satisfied with their services. Xpress Bill Pay will allow City of Moberly customers to create an account that will find all amounts due to the City regardless of the origin (water/sewer, business license, permits, etc.) and allow payment of those amounts with a few simple mouse clicks. It also can convert all bank bill payments into electronic payments and post those directly to the customer accounts instead of staff having to process the dozens of bank bill pay paper checks received each month. It will also tie into our customer service kiosk machine and roll all of that activity into the daily payment posting batch, eliminating another manual process. This is the service we have been desiring for years, saving us time and effort and providing a much more user-friendly interface for our customers .

**Recommended Action:** Direct staff to prepare a resolution for adoption at the next City Council meeting.

**Fund Name:** N/A

**Account Number:** N/A

**Available Budget \$:** N/A

### ATTACHMENTS:

<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance
<input type="checkbox"/> Correspondence	<input checked="" type="checkbox"/> Proposed Resolution
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition
<input type="checkbox"/> P/C Minutes	<input checked="" type="checkbox"/> Contract
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____

### Roll Call

Aye

Nay

### Mayor

M\_\_\_ S\_\_\_ **Jeffrey** \_\_\_\_\_

### Council Member

M\_\_\_ S\_\_\_ **Brubaker** \_\_\_\_\_

M\_\_\_ S\_\_\_ **Kimmons** \_\_\_\_\_

M\_\_\_ S\_\_\_ **Kyser** \_\_\_\_\_

M\_\_\_ S\_\_\_ **Lucas** \_\_\_\_\_

Passed Failed