

A G E N D A
WORK SESSION MEETING
City of Moberly
May 18, 2020
6:00 PM

Requests, Ordinances, and Miscellaneous

- [1.](#) Public Hearing Notice
- [2.](#) Discussion of a North Buchanan Sewer Extension Change Order No. 1
- [3.](#) Park Board Appointments
- [4.](#) Caselle Software Contract

City of Moberly City Council Agenda Summary

Agenda Number: WS
Department: City Clerk
Date: May 18, 2020

Agenda Item: Public Hearing

Summary: 2020 Proposed Property Tax Rates

Recommended

Action: Hold the Public Hearing on 6-1-2020.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:		Role Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	Mayor		
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M__ S__ Jeffrey	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Correspondence	<input checked="" type="checkbox"/> Proposed Resolution			
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	Council Member		
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M__ S__ Brubaker	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M__ S__ Kimmons	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M__ S__ Davis	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice	M__ S__ Kyser	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____		Passed	Failed

Notice of Public Hearing

A Public Hearing will be held at 6:00 p.m. June 1, 2020 in the City Council Chambers at City Hall, 101 West Reed Street at which time citizens may be heard on the property tax rates proposed to be set by the City of Moberly, a political subdivision. The tax rate shall be set to produce the revenue which the budget for Fiscal Year 2020-2021 shows to be required from the property tax.

Each tax rate is determined by dividing the amount of revenue required by the current assessed valuation. The result is multiplied by 100 so the tax rate will be expressed in cents per \$100 valuation.

ASSESSED VALUATION

	<u>2019</u>	<u>Est. 2020</u>
Real Estate	115,141,980	116,495,630
Personal.	<u>37,693,884</u>	<u>40,342,987</u>
	152,835,864	156,838,617

STATE ASSESSED

Real Estate	5,088,960	5,986,904
Personal.	<u>936,887</u>	<u>970,707</u>
	6,025,847	6,957,611

TOTAL ASSESSED. 158,861,711 163,796,228

	Amount of Property Tax Revenue Budgeted For 2020	Proposed Tax Rate (Per \$100) for 2020
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FUNDS

General Fund.	1,118,728.24	.7223
Parks and Recreation.	<u>519,234.04</u>	<u>.3352</u>
	1,637,962.28	1.0575

These rates are based on the last assessed valuations made available by the Randolph County Assessor.

Moberly City Council
D. K. Galloway
City Clerk

Publish May 6, 2020
Affidavit Needed

City of Moberly City Council Agenda Summary

Agenda Number: _____
 Department: Public Utilities
 Date: May 18, 2020

WS #2.

Agenda Item: North Buchanan Sewer Extension Change Order No. 1

Summary: Willis Bros., Inc. only used 788ft of the 8” SDR 35 Sewer Pipe due to relocation of a manhole instead of the original bid of 840 ft of 8’ SDR 35 Sewer Pipe. The original contract amount before the change order was \$55,870 due to the decrease of \$1,768 the new contract amount now the new total is \$54,102.

Recommended Action: Direct staff to develop a resolution for adoption at the next regular Council meeting.

Fund Name: Capital Improvement Trust

Account Number: 304.000.5409

Available Budget \$: EnterTextHere

ATTACHMENTS:		Roll Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	Mayor		
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M__ S__ Jeffrey	___	___
<input type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution			
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	Council Member		
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M__ S__ Brubaker	___	___
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M__ S__ Kimmons	___	___
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M__ S__ Davis	___	___
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice	M__ S__ Kyser	___	___
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____		Passed	Failed

CHANGE ORDER

No. one (1)

Project: City of Moberly, Missouri- North Buchanan Sewer Extension- 1600 Blk

Date of Issuance: February 1, 2020

Owner: City of Moberly

Owner's Contract No.: SS2019-001

Contractor: Willis Bros. Inc.

You are directed to make the following changes in the Contract documents.

Description: Change in total of Supplies, and adjustment in cost.

Reason for Change order: Only 788ft of 8" SDR 35 Sewer Pipe was used due to due the relocation of a manhole instead of the original bid of 840 ft of 8" SDR 35 Sewer Pipe.

Attachments: Final Invoice from Willis Bros. Inc. and original Bid

Change in Contract Price:

Original Contract Price

\$55,870.00

Net Changes from Previous Change Orders

No. _____ to No. _____

\$ 0.00

Change in Contract Times:

Original Contract Times:

Substantial Completion: _____

Ready for Final Payment: _____

Net Change from Previous Change Orders

No. _____ to No. _____

Days

Contract Price Prior to This Change Order

\$55,870.00

Contract Times Prior to This Change Order

Substantial Completion: _____

Ready for Final Payment: _____

Net Decrease of this Change Order

\$1,768.00

Net Increase (decrease) of this Change Order

Days

Contract Price with all the approved Change Orders

\$54,102.00

Contract Times with all approved Change Orders

Substantial Completion: _____

Ready for Final Payment: April 23rd, 2020

Days or Dates

RECOMMENDED:

BY: James Willis

Willis Bros. Inc.

Date: 5/5/2020

APPROVED:

BY: _____

City of Moberly

Date: _____

PARTIAL PAY ESTIMATE

CONTRACT DAYS 183 NO 1 Final
 DAYS USED 83
 DAYS REMAINING 100 CONTRACT \$54,102.00
 COMPLETION DATE August 1, 2020 % COMPLETE 100.0%
 FROM February 1, 2020 to April 23, 2020

City of Moberly-Buchanan OF Randolph COUNTY
 (Owner) MB2000

WILLIS BROS., INC. 30285 KIMBALL PLACE, MACON, MO 63552
 (Contractor) (Address)

Item No. & Description	Contract Units	Add Units	Deduct Units	Completed Units	Unit Price	Values
1. 8" SDR 35 Sewer Pipe	788 FT			788.00	34.00	26,792.00
2. 8" Ductile Sewer Pipe	60 FT			60.00	67.00	4,020.00
3. 48" Precast Manholes	2 EA			2.00	4,500.00	9,000.00
4. 4" SCH 40 Sewer Pipe	180 FT			180.00	28.00	5,040.00
5. Cleanout with Cast Iron Covers	3 EA			3.00	600.00	1,800.00
6. Conn to Existing Manhole	1 EA			1.00	1,000.00	1,000.00
7. Reconnc Forced Sewer Main to MH	1 EA			1.00	1,000.00	1,000.00
8. Forced Sewer Service Reconnc	1 EA			1.00	500.00	500.00
9. Acres Soil Restoration	0.4 AC			0.40	5,000.00	2,000.00
10. Sq Yds Pavement Restoration	25.5 SY			25.50	80.00	2,040.00
11. Tons Granular Backfill	26 TN			26.00	35.00	910.00

* Remarks	VALUE OF COMPLETED WORK	\$54,102.00
	VALUE OF MATERIAL ON HAND	0.00
	TOTAL VALUE OF WORK AND MATERIAL	\$54,102.00
	LESS 0% RETAINAGE	0.00
	DEDUCTION	
	TOTAL AMOUNT DUE TO DATE	54,102.00
	LESS PREVIOUS PAYMENT	0.00
	NET AMOUNT DUE	54,102.00

I hereby certify that the degree of completion of the WORK, as represented by this partial payment estimate, was performed in compliance with the CONTRACT DOCUMENTS.

CONTRACTOR (Submitted) James Willis Date: 4-23-20

I, the CONSULTANT, hereby certify that I or a delegated representative has inspected the WORK and as a result of this inspection, and to the best of my knowledge, the degree of completion of the WORK, as represented by this partial payment estimate, conforms to the DRAWINGS and SPECIFICATIONS.

CONSULTANT (Approved): _____ Date: _____

OWNER (Authorized Payment): _____ Date: _____

City of Moberly City Council Agenda Summary

Agenda Number: _____
 Department: Parks
 Date: May 18, 2020

WS #3.

Agenda Item: Park Board Appointments

Summary: Three Park Board positions are up as occurs annually. The three current members – Kay Harris, Lindsey Hunt and Pattee Smith – Kay and Lindsey all seeking reappointment. However, Pattee Smith is not seeking reappointment. We have advertised and received two applications. They are from Chris VanHouten and Barry Richardson

Recommended Action: Direct staff to bring to the June 1 Council meeting for the appointment of 3 members.

Fund Name: N/A

Account Number: N/A

Available Budget \$: N/A

ATTACHMENTS:		Roll Call	Aye	Nay
<input type="checkbox"/> Memo	<input type="checkbox"/> Council Minutes	Mayor		
<input type="checkbox"/> Staff Report	<input type="checkbox"/> Proposed Ordinance	M___ S___ Jeffrey	___	___
<input checked="" type="checkbox"/> Correspondence	<input type="checkbox"/> Proposed Resolution	Council Member		
<input type="checkbox"/> Bid Tabulation	<input type="checkbox"/> Attorney's Report	M___ S___ Brubaker	___	___
<input type="checkbox"/> P/C Recommendation	<input type="checkbox"/> Petition	M___ S___ Kimmons	___	___
<input type="checkbox"/> P/C Minutes	<input type="checkbox"/> Contract	M___ S___ Davis	___	___
<input type="checkbox"/> Application	<input type="checkbox"/> Budget Amendment	M___ S___ Kyser	___	___
<input type="checkbox"/> Citizen	<input type="checkbox"/> Legal Notice			
<input type="checkbox"/> Consultant Report	<input type="checkbox"/> Other _____		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: Park Board _____ Date: 04/05/2020 _____

Your Name: Kay Harris _____ Street Address: 730 Meadowbrook Circle _____

Phone number(s): (evening) 660-263-9093 _____ (day) 660-651-0020 _____

Email: dk.harris@charter.net _____

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

How long have you been a resident of City of Moberly? _____

Occupation: Beautician _____ Employer: Peacock Beauty Shop, Fayette, MO _____

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?

I have served on the Park Board for the past 6 years and would like to continue to be a contributing member. I am involved in other community organizations and find it important to keep our Moberly Parks system a highlight of our community. I have been a long time community member and take great pride in our parks. My family has enjoyed the many aspects of it for many years.

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

I am a good listener of community needs and a reliable board member with attendance and review of notes prior to board meetings. I am willing to pitch in and help when needed. I feel it is important to support our park director and staff as we work together to continue to improve and maintain our already beautiful and well run park system.

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. Mrs. Pat Rolls _____ Phone: 660-833-8590 _____
2. Mr. Tom Robison _____ Phone: 660-263-4349 _____
3. Mrs. Judy Wetrich _____ Phone: 660-263-7392 _____

Kay Harris (electronic signature) _____
Signature of Applicant

Board/Commission Application Form

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Name of Board or Commission: Moberly Park Board Date: 04/03/2020

Your Name: Lindsay Overfelt Street Address: 504 Cleveland Avenue, Moberly

Phone number(s): (evening) 660-651-0338 (day) 660-651-0338

Email: teacherhunt@att.net

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

How long have you been a resident of City of Moberly? 41 years

Occupation: District Process Coordinator – Special Education Employer: Moberly Public Schools

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?

I have served on the Moberly Park Board since 2014. I am a lifelong resident of Moberly and believe the Moberly is a great place to live with amazing resources, including our park system. There are many opportunities that our community has been provided with and we continue to grow those resources. I have served on several different boards/committees within Randolph County including Randolph County Fair Board, 4-H Council, 4-H club leader and Randolph County Relay for Life. I believe it is important to provide clear communication to our community. I also believe it is important to listen to the needs and wants of our community.

What particular contributions do you feel you can make to this board or commission? I believe that I am an advocate for our park system and our community. I am willing to provide feedback regarding projects and suggestions that are made. I also have a vested interest in establishing programs that benefit the youth of our community.

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. Julie Wood Phone: 660-651-2103
2. Joan Snodgrass Phone: 573-999-2932
3. Paula Heath Phone: 660-651-4397

Lindsay M. Overfelt
Signature of Applicant

*Additional Information may be attached to this form.

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

From: Troy Bock
Sent: Thursday, May 14, 2020 6:31 AM
To: Shirley Olney
Cc: Leslie Keeney
Subject: Fwd: Resignation from Park Board

WS #3.

Shirley, see below.

Get [Outlook for iOS](#)

From: Pattee Fletcher <pfletch77@yahoo.com>
Sent: Wednesday, May 13, 2020 9:29:45 PM
To: Leslie Keeney <lkeeney@cityofmoberly.com>; donb@c21mckeown.com <donb@c21mckeown.com>; Troy Bock <tbock@cityofmoberly.com>
Subject: Resignation from Park Board

I am writing this letter to inform you that I am resigning from the Moberly Park Board.

My family commitments, as well as my job, have made me regretfully have to step down. I feel the position is best suited for someone who has the time to focus on our beautiful park and community.

It has been an honor to serve on the Moberly Park Board, and I appreciate the Board listening to my suggestions made for community betterment. Troy, his staff, and the Board truly put what is best for Moberly first, and I am excited to see what the future brings.

Thank you,

Pattee Smith

[Sent from Yahoo Mail on Android](#)



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Name of Board or Commission: Moberly Parks Dept. Date: May 4th 2020
Your Name: Barry Richardson Street Address: 319 Epperson
Phone number(s): (evening) 573-529-7954 (day) Moberly MO
Email: barry@artdeptbenton.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? June 2013
Occupation: Director of Sales + Marketing Employer: ART DEPT + BENTON

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?

I have been a city Alderman for Atlanta MO. I currently serve on the MASA board as vice president. I have worked for the City of Trenton Parks Dept.

What particular contributions do you feel you can make to this board or commission?
I have knowledge of how to run a sports organization in a community setting. I also have working knowledge of how a park Dept. runs, and the work it takes for improvement + bettering for the community.

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. Russ McCoy Phone: 660-998-0878
2. Jack Defreitas Phone: 660-353-7004
3. Nate Hoffmann Phone: 573-808-3019

Signature of Applicant

*Additional Information may be attached to this form.
Return to: City of Moberly, 101 West Reed Street, Moberly, MO 65270

Board/Commission Application Form

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Name of Board or Commission: MOBERLY PARKS AND RECREATION BOARD Date: 04/25/2020
 Your Name: DONALD C VANHOUTEN Street Address: 523 W. CARPENTER ST
 Phone number(s): (evening) 6606769191 (day) 6602631000
 Email: chrisvanhouten@yahoo.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? 4 YEARS
 Occupation: BUSINESS OWNER Employer: MAGIC CITY LAWN CARE

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?

EXPERIENCE IN CITY GOVERNMENT, LAWN CARE AND LANDSCAPE MAINTENANCE, PARKS AND RECREATION DIRECTOR. MOBE
AT SHELBYNA, MO. CITY ADMINISTRATOR AT SHELBYNA. BACHELOR'S DEGREE IN GOVERNMENT/HISTORY COLUMBIA COLLEGE.
RANDOLPH COUNTY EXCEL, 2009. OPTIMIST MEMBER 2018-PRESENT. MIDGET LEAGUE COACH 2017-2019.

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

MY EXPERIENCE AND KNOWLEDGE OF ALL ASPECTS OF PARK LIFE, THE HISTORY OF THE PARK AND THE ABILITY TO
HELP THE BOARD MOVE FORWARD IN A COMPREHENSIVE UNIFIED AND INCLUSIVE MANNER.

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. PAT BURKE Phone: 6606514949
2. STEVE PITTMAN Phone: 5735297049
3. PENCE ROGERS Phone: 6602631959


 Signature of Applicant

City of Moberly City Council Agenda Summary

Agenda Number: _____
 Department: Public Utilities
 Date: May 18, 2020

WS #4.

Agenda Item: Caselle Software Contract

Summary: City staff have been evaluating software products for use for all City Departments for use in Utilities Billing and Management, Finance, Licensing, Permitting, and other modules. After much research and review, the Staff’s recommendation is to move forward with Caselle. A presentation about the software was provided at the last work session. The next step is to enter into a contract with the software vendor. The initial costs for conversion and training, including the first year’s subscription is included in the already-approved ESP contract. The purpose of the action before the Council is to enter into the contracts with the company that will survive the ESP contract and allow the City to use the software into the future. Staff comments to the draft agreements are provided as a memo attached to this Summary Sheet. The final agreements will be provided to the Council for final review before the next Council meeting.

Recommended Action: Direct staff to develop a resolution to approve the contract and allow the City manager to sign the final agreements at the next meeting.

Fund Name: General Fund and Utilities

Account Number: EnterTextHere

Available Budget \$: EnterTextHere

ATTACHMENTS:	Roll Call	Aye	Nay
___ Memo			
___ Staff Report			
___ Correspondence			
___ Bid Tabulation			
___ P/C Recommendation			
___ P/C Minutes			
___ Application			
___ Citizen			
___ Consultant Report			
___ Council Minutes			
___ Proposed Ordinance			
___ Proposed Resolution			
___ Attorney’s Report			
___ Petition			
___ Contract			
___ Budget Amendment			
___ Legal Notice			
___ Other_____			
	Mayor		
	M___ S___ Jeffrey	___	___
	Council Member		
	M___ S___ Brubaker	___	___
	M___ S___ Kimmons	___	___
	M___ S___ Davis	___	___
	M___ S___ Kyser	___	___
		Passed	Failed

**Inter-Office Memorandum**

To: City Council Members
Cc: Brian Crane, City Manager; Randall Thompson, City Attorney
From: Mary West-Calcagno, Director of Public Utilities
Re: Caselle Contract Negotiations
Date: May 14, 2020

Attached to this memo for the Council's review are four documents related to the software upgrade for City of Moberly operations. The software includes modules for financial accounting, permitting, business licensing, accounts payable and receivable, utility billing, receipt management, document management, and community development permitting. A presentation outlining the software was presented to the City Council at the May 4, 2020 Work Session.

The work to upgrade the software for the City is part of the ESP contract previously approved by the City Council. However, while the costs to pay for the software upgrade, training and first year's expense are included in the ESP contract price, the City needs an ongoing contract for service with the software provider. These contracts will accomplish this continuing relationship.

The contracts documents attached are not final negotiated contracts. The City Attorney and staff are working with ESP and Caselle to finalize terms and conditions. The intent of forwarding the documents to the Council at this time is to allow the Council an opportunity to review and ask questions prior to finalizing the documents for approval at the Council meeting June 1.

Outstanding questions are regarding access to third parties, termination, identification of choice of state of law, cost increases, conversion fees and formats, and numbers of accounts, properties, and vendors. A redlined version will be provided to the Council to delineate changes at the next Council meeting.

SOFTWARE USE AGREEMENT

CASELLE, INC.
1656 S. East Bay Blvd.
Suite 100
Provo, UT 84606

CITY of MOBERLY
101 W. Reed St.
Moberly, MO 65270

("Caselle")

("You" or "Your")

You agree to Use the Software and Purchase the services detailed below ("Items"), and Caselle, Inc. agrees to provide them, subject to the terms and conditions on pages two and three of this Agreement.

Total Price \$58,825.00

Balance Due \$58,825.00

Items


License Type	Hosted
Total Training	\$16,575.00
Total Setup	14,450.00
Total Conversion	27,800.00
Total Price	<hr/> \$58,825.00 <hr/>

The attached Proposal, Proposal Addendum and Exhibit A are considered part of this Agreement.

The signatures below indicate each party's acceptance of this Agreement. Each party has caused this Agreement to be executed by its duly authorized representative.

CASELLE, INC.

CITY of MOBERLY

By: 
Name & Title: Alan S. Hutchings, President

By:
Name & Title:

Date: May 7, 2020

Date:

CASELLE, INC. SOFTWARE USE AGREEMENT

Grant of Right

Caselle, Inc. and its Licensors agrees to grant, and You agree to accept a limited, non-transferable, non-exclusive right ("Right") to use the computer programs, with the accompanying manuals, literature and other materials ("Software") as detailed under Items, subject to the terms and conditions of this Software Use Agreement and subject to termination as provided herein. The term Software shall also include all revisions, updates, enhancements and new modules or add-ons to the existing Software as detailed under Items.

Payment

The Balance shall be paid by You upon execution of this Software Use Agreement. Payment shall be in U.S. Dollars and shall not be deemed to have been received by Caselle until Your check clears the banking process. Any costs incurred in collecting Your check, due to insufficient funds or any other reason, shall be reimbursed by you. Late payments shall be subject to a FINANCE CHARGE OF 1.5% PER MONTH, OR 18% PER ANNUM.

Taxes

Prices and fees are exclusive of all federal, state, municipal, or other government excise, duties, sales, use, occupational, or like taxes now or hereafter in force, and are therefore subject to increase in an amount equal to any tax Caselle may be required to collect or pay upon licensing or delivery of any Items, other than federal, state and local taxes based on Caselle's income. You also agree to pay all personal property taxes which accrue to you by reason of this Agreement.

Title and Confidentiality

Title and full ownership rights to the Software licensed under this Agreement, including, without limitation, all intellectual property rights therein and thereto, and any copies You make, remain with Caselle. It is agreed the Software is the proprietary, confidential, trade secret property of Caselle, whether or not any portions thereof are or may be copyrighted and You shall take all reasonable steps necessary to protect the confidential nature of the Software as You would take to protect Your own confidential and trade secret information. You further agree that You shall not make any disclosure of any or all such Software (including methods or concepts utilized therein) to anyone, except to employees, agents, or contractors working for You to whom such disclosure is necessary to the use for which rights are granted hereunder. You shall appropriately notify all employees, agents, and contractors to whom any such disclosure is made that such disclosure is made in confidence and shall be kept in confidence by them. Upon Caselle's request, such employees, agents, and contractors shall enter into an appropriate confidentiality agreement for secrecy and nonuse of such information which by its terms shall be enforceable by injunctive relief at the request of Caselle. If Caselle makes such a request, it shall provide You with the appropriate confidentiality agreements. The obligations imposed by this section upon You, Your employees, agents, and

contractors, shall survive and continue after any termination of rights under this Agreement. It shall not be a breach of this Agreement if you are required to disclose or make the Software available to a third party or to a court if the Software is subpoenaed or otherwise ordered by an administrative agency or court of competent jurisdiction to be produced or disclosed.

Rights

You may not:

- a) Rent, lease, sublicense, assign, sell, loan or otherwise transfer this Right, in whole or in part, except as expressly permitted by this Agreement.
- b) Inspect, disassemble, decompile, reverse engineer or in any way attempt to determine the internal methods of the Software.
- c) Modify the Software or merge it into any other product without the express written consent of Caselle.
- d) Reproduce, prepare derivative works based upon, transmit or distribute the Software, or any part of it, in any form or by any means except as expressly permitted in this Agreement.
- e) Transfer or assign the Software and the rights under this agreement to another party without the express written consent of Caselle.

Any attempt to do any of the above (a to e) shall void and terminate this Agreement.

Term

This Software Use Agreement is and shall be effective from the date of full execution and shall remain in force until terminated. You may terminate this Agreement at any time by notifying Caselle in writing at least 30 days prior to the date of termination Your Right terminates automatically if you materially fail to comply with any terms or conditions of this Agreement.

Warranty

Caselle warrants that it has sufficient right and title to the Software to grant You this Right. For one (1) year from the date of receipt of the Software ("Warranty Period"), Caselle also warrants the Software media to be free from defects in materials and workmanship under normal use, and Software operation will substantially conform to the specification published by Caselle. If an error or a defect in the Software or its media becomes apparent within the Warranty Period you must promptly notify Caselle, in writing, describing the defect. Upon confirming the error or defect Caselle will, at its exclusive option, repair or replace the item or refund the price paid for the defective item. Caselle does not warrant that the functions contained in the Software will meet Your requirements or that the operation of the Software will be uninterrupted or error free. The warranty does not cover Software modified by anyone other than Caselle and problems with, or caused by, computer hardware or non-Caselle software. This limited warranty is VOID if failure of the licensed Software has resulted from accident, abuse or misapplication.

Disclaimers and Limitations of Warranty and Remedies

EXCEPT AS SPECIFICALLY STATED IN THE WARRANTY SECTION OF THIS AGREEMENT, THE SOFTWARE IS LICENSED "AS IS" WITHOUT ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL CASELLE BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, REVENUE OR SAVINGS, BUSINESS INTERRUPTION OR LOSS OF BUSINESS INFORMATION, ARISING FROM THE USE OF OR INABILITY TO USE THE SOFTWARE OR BREACH OF ANY EXPRESSED OR IMPLIED WARRANTY, EVEN IF CASELLE OR ITS AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. CASELLE'S AGGREGATE LIABILITY UNDER THIS AGREEMENT FOR DAMAGE WILL NOT, IN ANY EVENT, WHETHER BASED UPON CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT, WARRANTY, OR ANY OTHER BASIS, EXCEED THE LICENSE FEES PAID BY YOU FOR THE LICENSED SOFTWARE GIVING RISE TO SUCH LIABILITY.

Returns

- a) No returns will be accepted without a written request to Caselle. To receive full credit, less the cancellation fee (set forth below), such requests must be made in writing to and received by Caselle's corporate office within thirty (30) days of this agreement. No returns will be considered for credit until appropriate notice has occurred within the time limits specified and all related materials are returned to Caselle's corporate office within ten (10) days of notice.
- b) Pre-approved returns occurring after the thirty-day period has lapsed will be allowed 75% credit, if such requests are made in writing to and received by Caselle's corporate office within sixty (60) days of this agreement. Any returns attempted after the sixty-day period has lapsed will receive no credit.
- c) A minimum cancellation fee of 10% will be assessed to all pre-authorized returns.
- d) In addition, You agree that You will return all written materials received from Caselle, including program materials, instruction manuals, and any and all training materials to Caselle.

Additional Services

Support, Training and Data Conversion for the Software will be provided directly by Caselle, or its authorized support centers, and are subject to separate agreements.

General

- a) This Agreement shall be governed and construed in accordance with the laws of the State of Utah and You hereby consent to the jurisdiction of State and Federal courts in Utah. If any part of this Agreement violates applicable law, that part

shall be deemed to be amended to the extent necessary to comply with the law.

- b) This Agreement constitutes the entire Agreement between Caselle and You and supersedes any prior Agreement or understanding, written or oral, relating to the subject matter of this Agreement. Except as provided herein, this Agreement may not be amended or supplemented except in writing and properly executed by both parties.
- c) If any provision of this Agreement shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity or the enforceability of this Agreement.
- d) All rights and remedies provided herein are cumulative and are in addition to all other rights and remedies available at law or equity.
- e) In the event that either party successfully takes legal action to enforce any provision of this Agreement the unsuccessful party shall pay full costs and expenses of such action, including reasonable attorney's fees.
- f) Any notice required by this Agreement shall be deemed to have been properly given if sent by registered or certified mail to the address set forth in this Agreement.
- g) The waiver of any breach or default of this Agreement shall constitute a waiver only as to such particular breach or default and shall not constitute a waiver of any other breach or default. Failure to act by either party in exercising any right, power, or remedy under this Agreement, except as specifically provided herein, shall not operate as a waiver of any such right, power or remedy, and will not affect the validity of the whole or any part of this Agreement, or prejudice such party's right to take subsequent action.
- h) Neither party shall be held liable for delays in any of its performance resulting from acts of God, war, civil disturbance, court order, labor dispute or any other cause beyond its control.
- i) The relationship of the Parties shall be solely that of independent contractors. No partnership, joint venture, employment, agency or other relationship is formed, intended or to be inferred under this Agreement. Neither party to this Agreement shall attempt to bind the other, incur liabilities on behalf of the other, act as agent of the other, or authorize any representation contrary to the foregoing.
- j) This Agreement is binding upon and shall inure to the benefit of the parties, their successors and assigns. However, this Agreement is not assignable by you. This Agreement is personal to you and neither the Agreement, nor the rights or duties hereunder, may be voluntarily or involuntarily, directly or indirectly, assigned or otherwise transferred without the prior written consent of Caselle. Any unauthorized assignment or transfer shall constitute a breach hereof and shall be voidable by Caselle.

663884 18/04

EXHIBIT A

Caselle agrees to provide the City of Moberly the option to use the additional Software applications and Purchase the services detailed in the Contract Proposal – Addendum A. Caselle agrees to honor the prices listed in the addendum for a period of 180 days from the date this Agreement is executed.

Summary of Items detailed in Contract Proposal – Addendum A

License Type	Hosted
Total Training	\$2,225.00
Total Setup	1,500.00
Total Conversion	1,500.00
Total Price	<u>\$5,225.00</u>

Proposal Addendum A

Caselle® Hosted Software & Services

City of Moberly, MO

May 7, 2020

Proposal Addendum A
Caselle® Hosted Software & Services Proposal
City of Moberly, MO
May 7, 2020

WS #4.

Proposal Summary

License Type	Hosted
Total Training at Caselle	\$2,225
Total Setup	1,500
Total Conversion	1,500
Total Investment	\$5,225

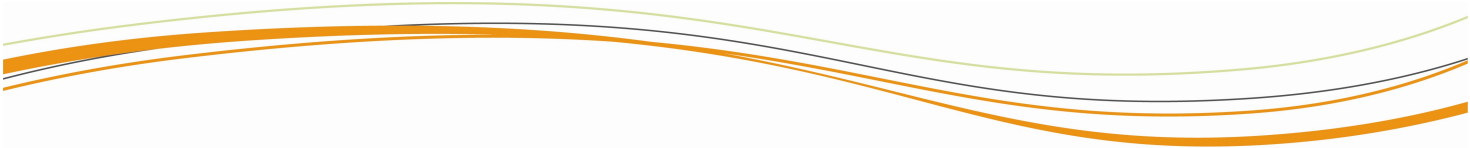
Hosted Maintenance & Support will increase by \$507 per month.

I have read and agree to all terms & conditions proposed herein. I understand if the City of Moberly is unable to provide data to Caselle in the requested format, additional fees will apply.

Signature

Printed Name & Title

Date



Proposal Addendum A

Caselle® Hosted Software & Services Proposal
City of Moberly, MO
May 7, 2020

WS #4.

Proposal Detail

Caselle® Application Software	License Type	Training at Caselle	Setup	Conversion	Total
Asset Management	Hosted	\$550	\$500	\$500	\$1,550
Cemetery Management	Hosted	Included	-	500	500
Materials Management	Hosted	1,125	500	500	2,125
Community Development - Approvals & Notifications	Hosted	550	500	-	1,050
Grand Total	Hosted	\$2,225	\$1,500	\$1,500	\$5,225

Hosted Maintenance & Support Breakdown	Monthly
Asset Management	\$124
Cemetery Management	101
Materials Management	169
Community Development – Approvals & Notifications	113
Total	\$507



Proposal Addendum A

Caselle® Hosted Software & Services Proposal
City of Moberly, MO
May 7, 2020

WS #4.

Implementation Services

Data conversion is an involved, sometimes complicated procedure that must be completed with a high level of accuracy and precision. To make this process run smoothly, Caselle requires your assistance in providing the required materials for preliminary data conversion, offering clarification as needed during the conversion process, and supplying updated materials for the final data conversion. **Please read the following information carefully.**

Gathering Preliminary Data

Assemble the following information and send it to Caselle.

- Complete the **Information Worksheets** during each phase of the conversion.
- Provide **data to be converted**.
 - You may need to clarify the data, as needed, during the conversion process.
 - Caselle will not convert the prior period detail during data conversion unless optional history conversion is specified in the contract.
- Send **printed or PDF reports** to verify account balances at the time data is sent to Caselle for preliminary conversion and again for final data conversion.

Submitting Conversion Data

You will be provided a file layout for each application that will have data conversion. The file layout details the required and/or optional fields that Caselle will need to provide the conversion. The cost of conversion quoted in this proposal is based on your submission of the necessary data in the requested formats. If data cannot be supplied in this format, additional costs will be billed to get your existing data into the desired formats ready for conversion and could delay any proposed timeline. We may also need file layouts or descriptions of tables and where all of the necessary information is located within your existing data to complete the conversion.

Data Conversion Timeline

The timeline begins when the requested data and all required preliminary information has been received by Caselle. The timeline to complete an accurate data conversion can range from 120 – 180 days. This is dependent upon the condition of the data and the client's willingness to review the preliminary information for accuracy, including information requested in the discovery phase of the conversion.

Scheduling Training

Important! Training will only be scheduled after Caselle has completed the mock conversion and the customer has reviewed and approved the conversion.

After training is scheduled, a representative from the Implementation team will review the remaining steps to ensure a successful implementation, prior to going Live on Caselle.

Proposal Addendum A

Caselle® Hosted Software & Services Proposal
City of Moberly, MO
May 7, 2020

WS #4.

Software Setup & Data Conversion

This section contains the items, per directory, that will be setup and converted in each module. Since estimating the exact quantity may be difficult, we will adjust the calculated conversion cost if the actual number of items converted is greater than or less than 25% of the original estimate.

Data conversion requires that data be submitted in the required format. It is the responsibility of the customer to provide data to Caselle. Conversion services to retrieve or modify your data to the required formats are available at an additional cost. These services will be billed at Caselle's current hourly rate and are not included in this proposal.

Asset Management Setup

- Establish the default depreciation frequency and method, with the asset number format.
- Set up departments, classifications, and asset types.
- Create a Checklist to document procedures, including the asset creation and General Ledger updates.

Data Conversion

- Asset number, description, department, classification, and type will be converted. The depreciation start date, life, and method of depreciation will be converted for each asset, if provided.
- Accumulated depreciation can be converted to ensure an accurate beginning balance.

Cemetery Management Data Conversion

- The Lot Location format will be set up.
- The lot, owner, and deceased information will be converted.
- A cemetery deed form will be set up.
- Additional forms will be billed at the rate of \$100 per form. Forms that have multiple pages will be billed \$100 for each additional page included in the form.

Materials Management Setup

- Create the inventory number mask.
- Set up the Department, Category, and Location files.
- Establish inventory levels, turnover, and valuation reports.
- Create a Checklist to document daily, monthly, and inventory procedures.

Data Conversion

- Inventory items will be converted. This includes the inventory number, description, location, category, quantity, and unit cost for each item. Inventory valuation will be balanced if available.

CASELLE, INC.
Software as a Service Agreement

Caselle, Inc.
1656 S East Bay Blvd
Suite 100
Provo, UT 84606

City of Moberly
101 W. Reed St.
Moberly, MO 65270

TERMS OF SERVICE

These Terms of Service constitute an agreement (this “Agreement”) by and between Caselle, Inc., a Utah Corporation, (“Provider”) and the City of Moberly, MO, (“Recipient”).

1. Definitions.

- (a) “Account” refers to the Service plans and features selected by Recipient at the time of this Agreement and accepted by Provider, as such plans and features may change by mutual consent of the parties, as recorded by Provider.
- (b) “AUP” refers to Provider’s acceptable use policy as described in Schedule B.
- (c) “Authorized Representative” refers to an individual who is authorized under applicable law to bind and/or consent on behalf of the Provider or Recipient.
- (d) “Data Policy” refers to Provider’s standard data deletion policy as described in Schedule A of this Agreement.
- (e) “Effective Date” refers to the date of this Agreement.
- (f) “Materials” refers to written and graphical content provided by or through the Service, including, without limitation, text, photographs, illustrations, and designs, whether provided by Provider, another customer of the Service, or any other third party.
- (g) “Recipient Data” refers to data in electronic form input or collected through the Service by or from Recipient.
- (h) “Service” refers to Provider’s hosted version of the Caselle Connect software. The Service includes such features as are set forth on Provider’s website (www.caselle.com), as Provider may change such features from time to time, in its sole discretion.
- (i) “Service Failure” refers to an event during which Recipient is unable to access or use the Service for more than four (4) hours.

2. Service & Payment.

- (a) *Service.* Provider will provide the Service to Recipient pursuant to its standard policies and procedures then in effect.
- (b) *Payment.* Upon completion of data conversion and training, Recipient will pay Provider a monthly Service fee of \$3,250.00. This amount will increase by \$507 per month if Proposal

Addendum A is included with signed agreements. The Service fee will be considered due five (5) days before the start of the calendar month of Service.

3. Service Level Agreement.

In the event of any "Service Failure," as that term is defined above, Provider will issue Recipient a credit. Credit will be 10% of the Recipient's monthly Service fee. Credits issued will apply to outstanding or future payments only and are forfeited upon termination of this Agreement. Provider is not required to issue refunds or to make payments against such credits under any circumstances, including without limitation termination of this Agreement. Credits issued are the Recipient's sole remedy for the Service Failure in question. Provider shall not be liable for service failures caused by factors beyond the reasonable control of the Provider, such as, but not limited to, strikes, insurrection, war, fire, lack of energy, acts of God, mechanical or electrical breakdown, governmental acts or regulations, computer malfunction, quality of data from the customer's software or acts of third parties.

4. Materials, Software, & IP.

- (a) *Materials.* Recipient recognizes and agrees that: (i) the Materials are the property of Provider or its licensors and are protected by copyright, trademark, and other intellectual property laws; and (ii) Recipient does not acquire any right, title, or interest in or to the Materials except the limited and temporary right to use them as necessary for Recipient's use of the Service.
- (b) *Intellectual Property in General.* Provider retains all right, title, and interest in and to the Service, including without limitation all software used to provide the Service and all logos and trademarks reproduced through the Service, and this Agreement does not grant Recipient any intellectual property rights in or to the Service or any of its components.

5. Online Policies.

- (a) *AUP.* Recipient will comply with the AUP. In the event of Recipient's material breach of the AUP, including without limitation any copyright infringement, Provider may suspend or terminate Recipient's access to the Service, in addition to such other remedies as Provider may have at law or pursuant to this Agreement. Neither this Agreement nor the AUP requires that Provider take any action against Recipient or any other customer for violating the AUP, but Provider is free to take any such action it sees fit.
- (b) *Privacy Policy.* The Privacy Policy applies only to the Service and does not apply to any third party site or service linked to the Service or recommended or referred to through the Service or by Provider's employees.

6. Each Party's Warranties.

- (a) *Recipient's Identity.* Recipient warrants: (i) that it has accurately identified itself through its Account and will maintain the accuracy of such identification; and (ii) that it is a corporation or other business entity authorized to do business pursuant to applicable law.
- (b) *Right to Do Business.* Each party warrants that it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement.

- (c) *Disclaimers.* Except for the express warranties specified in this section, THE SERVICE IS PROVIDED “AS IS” AND AS AVAILABLE, AND PROVIDER MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. Without limiting the generality of the foregoing, (i) PROVIDER HAS NO OBLIGATION TO INDEMNIFY OR DEFEND RECIPIENT AGAINST CLAIMS RELATED TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS; and (ii) Provider does not warrant that the Service will perform without error or immaterial interruption.

7. Limitation of Liability.

IN NO EVENT: (a) WILL PROVIDER’S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNT PAID FOR 60 DAYS OF SERVICE; AND (b) WILL PROVIDER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES. THE LIABILITIES LIMITED BY THIS SECTION 7 APPLY: (i) TO LIABILITY FOR NEGLIGENCE; (ii) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; (iii) EVEN IF PROVIDER IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (iv) EVEN IF RECIPIENT’S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. If applicable law limits the application of the provisions of this Section 7, Provider’s liability will be limited to the maximum extent permissible.

8. Data Management.

- (a) *Access, Use, & Legal Compulsion.* Unless it receives Recipient’s prior written consent, Provider: (i) will not access or use Recipient Data other than as necessary to facilitate the Service; and (ii) will not give any third party access to Recipient Data. Notwithstanding the foregoing, Provider may disclose Recipient Data as required by applicable law or by proper legal or governmental authority. Provider will give Recipient prompt notice of any such legal or governmental demand and reasonably cooperate with Recipient in any effort to seek a protective order or otherwise to contest such required disclosure, at Recipient’s expense.
- (b) *Recipient’s Rights.* Recipient possesses and retains all right, title, and interest in and to Recipient Data, and Provider’s use and possession thereof is solely as Recipient’s agent.
- (c) *Retention & Deletion.* Provider will retain all Recipient Data until erased pursuant to the Data Policy.
- (d) *Injunction.* Provider agrees that violation of the provisions of this Section 8 might cause Recipient irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, Recipient will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.

9. Term & Termination.

- (a) *Term.* This Agreement will continue for one (1) year following the Effective Date (a “Term”). Thereafter, this Agreement will renew for subsequent terms (“Terms”) of thirty (30) days, unless either party notifies the other of its intent not to renew thirty (30) or more days before the beginning of the next Term.

- (b) *Termination for Cause.* Either party may terminate this Agreement for material breach by written notice, effective in 30 days, unless the other party first cures such breach.
- (c) *Effects of Termination.* The following provisions will survive termination of this Agreement: (i) any obligation of Recipient to pay for Service rendered before termination; (ii) Sections 4, 5(b), 6(c), and 7 of this Agreement; and (iii) any other provision of this Agreement that must survive termination to fulfill its essential purpose.

10. Miscellaneous.

- (a) *Notices.* Provider may send notices pursuant to this Agreement to Recipient's address at City of Moberly, 101 W. Reed St., Moberly, MO 65270, and such notices will be deemed received ten (10) days after they are sent. Recipient may send notices pursuant to this Agreement to Caselle, Inc, 1656 S East Bay Blvd, Suite 100, Provo, UT 84606, and such notices will be deemed received ten (10) days after they are sent.
- (b) *Amendment.* Provider may amend this Agreement (including the SLA and Data Policy) from time to time by posting an amended version at its website and sending Recipient written notice thereof. Such amendment will be deemed accepted and become effective 30 days after such notice (the "Proposed Amendment Date") unless Recipient first gives Provider written notice of rejection of the amendment. In the event of such rejection, this Agreement will continue under its original provisions, and the amendment will become effective at the start of Recipient's next Term following the Proposed Amendment Date (unless Recipient first terminates this Agreement pursuant to Section 9 above). Recipient's continued use of the Service following the effective date of an amendment will confirm Recipient's consent thereto. This Agreement may not be amended in any other way except through a written agreement executed by Authorized Representatives of each party. Notwithstanding the foregoing, Provider may amend the AUP or Privacy Policy at any time by posting a new version at its website and/or sending Recipient notice thereof, and such amended version will become effective 30 business days after such notice is sent.
- (c) *Independent Contractors.* The parties are independent contractors and will so represent themselves in all regards. Neither party is the agent of the other and neither may bind the other in any way.
- (d) *No Waiver.* Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than (i) by an Authorized Representative and (ii) in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any prior or subsequent breach of this Agreement.
- (e) *Force Majeure.* To the extent caused by force majeure, no delay, failure, or default will constitute a breach of this Agreement.
- (f) *Assignment & Successors.* Neither party may assign this Agreement or any of its rights or obligations hereunder without the other's express written consent, except that either party may assign this Agreement to the surviving party in a merger of that party into another entity. Except to the extent forbidden in the previous sentence, this Agreement will be binding upon and inure to the benefit of the respective successors and assigns of the parties.
- (g) *Choice of Law & Jurisdiction.* This Agreement will be governed and construed solely by the laws of the State of Utah, without reference to such State's principles of conflicts of law. The parties consent to the personal and exclusive jurisdiction of the state courts of Utah.

- (h) *Severability.* To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- (i) *Certain Notices.* Pursuant to 47 U.S.C. Section 230(d), Provider hereby notifies Recipient that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist in limiting access to material that is harmful to minors. Information regarding providers of such protections may be found on the Internet by searching “parental control protection” or similar terms.
- (j) *Conflicts among Attachments.* In the event of any conflict between the terms of this main body of this Agreement and those of any accompanying schedule, the terms of this main body will govern. In the event of any conflict between this Agreement and any Provider policy posted online, including without limitation the AUP and Privacy Policy, the terms of this Agreement will govern.
- (k) *Entire Agreement.* This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to the subject matter hereof. Neither party has relied upon any such prior or contemporaneous communications.

Note: The attached proposal and addendum is considered part of this Agreement.

The signatures below indicate each party’s acceptance of the Agreement. Each party has caused this Agreement to be executed by its duly Authorized Representative.

CASELLE, INC.

CITY OF MOBERLY

By: 

By:

Name: Alan S. Hutchings

Name:

Title: President

Title:

Date: May 7, 2020

Date:

Schedule A – Data Policy

- (a) *Access, Use, & Legal Compulsion.* Unless it receives Recipient’s prior written consent, Provider: (i) will not access or use data in electronic form collected through the Services from Recipient’s customers or other third parties, or collected or accessible directly from Recipient, (collectively, “Data”) other than as necessary to facilitate the Services; and (ii) will not give any third party access to Data. Notwithstanding the foregoing, Provider may disclose Data as required by applicable law or by proper legal or governmental authority. Provider will give Recipient prompt notice of any such legal or governmental demand and reasonably cooperate with Recipient in any effort to seek a protective order or otherwise to contest such required disclosure, at Recipient’s expense.
- (b) *Recipient’s Rights.* Recipient possesses and retains all right, title, and interest in and to Project Data, and Provider’s use and possession thereof is solely as Recipient’s agent.
- (c) *Retention & Deletion.* Provider will retain any Data in its possession until Erased. Provider will Erase: (i) all copies of Data promptly after Recipient’s written request; and (ii) all copies of Data no sooner than 90 days after termination of this Agreement and no later than 120 days after such termination. Promptly after Erasure pursuant to this Subsection (c), Provider will certify such Erasure in writing to Recipient. (“Erase” and “Erasure” refer to the destruction of data so that no copy of the data remains or can be accessed or restored in any way.)
- (d) *Individuals’ Access.* Provider will not allow any of its employees to access Data, except to the extent that an employee needs access in order to facilitate the Services and executes a written agreement with Provider agreeing to comply with Provider’s obligations set forth in this Section.
- (e) *Compliance with Law & Policy.* Provider will comply with all applicable federal and state laws and regulations governing the handling of Data.
- (f) *Leaks.* Provider will promptly notify Recipient of any actual or potential exposure or misappropriation of Data (any “Leak”) that comes to Provider’s attention. Provider will cooperate with Recipient and with law enforcement authorities in investigating any such Leak, at Provider’s expense. Provider will likewise cooperate with Recipient and with law enforcement agencies in any effort to notify injured or potentially injured parties, and such cooperation will be at Provider’s expense, except to the extent that the Leak was caused by Recipient. The remedies and obligations set forth in this Subsection (f) are in addition to any others Recipient may have.

Schedule B – Acceptable Use Policy

A. Unacceptable Use

Provider requires that all customers and other users of Provider’s service (the “Service”) conduct themselves with respect for others. In particular, please observe the following rules in your use of the Service:

- 1) *Privacy*: Do not violate the privacy rights of any person. Do not collect or disclose any personal address, social security number, or other personally identifiable information without each holder’s written permission. Do not cooperate in or facilitate identity theft.
- 2) *Intellectual Property*: Do not infringe upon the copyrights, trademark rights, trade secret rights, or other intellectual property rights of any person or entity. Do not reproduce, publish, or disseminate software, audio recordings, video recordings, photographs, articles, or other works of authorship without the written permission of the copyright holder.
- 3) *Hacking, Viruses, & Network Attacks*: Do not access any computer or communications system without authorization, including the computers used to provide the Service. Do not attempt to penetrate or disable any security system. Do not intentionally distribute a computer virus, launch a denial of service attack, or in any other way attempt to interfere with the functioning of any computer, communications system, or website. Do not attempt to access or otherwise interfere with the accounts of other users of the Service.
- 4) *Fraud*: Do not issue fraudulent offers to sell or buy products, services, or investments. Do not mislead anyone about the details or nature of a commercial transaction. Do not commit fraud in any other way.
- 5) *Violations of Law*: Do not violate any law.

B. Consequences of Violation

Violation of this Acceptable Use Policy (this “AUP”) may lead to suspension or termination of the Recipient’s use of the Service or legal action. In addition, the Recipient may be required to pay for the costs of investigation and remedial action related to AUP violations.

C. Reporting Unacceptable Use

Provider requests that anyone with information about a violation of this AUP report it to the following address: Caselle, Inc. 1656 S East Bay Blvd, Suite 100, Provo, Utah 84606. Please provide the date and time of the violation and any identifying information regarding the violator, including e-mail or IP (internet protocol) address if available, as well as details of the violation.

D. Revision of AUP

Provider may change this AUP at any time by posting a new version on its website (www.caselle.com) or by sending the Recipient written notice thereof. The new version will become effective on the date of such notice.

Caselle® Hosted Software & Services Proposal

City of Moberly, MO

May 7, 2020

Proposal Summary

License Type	Hosted
Total Training at Caselle	\$16,575
Total Setup	14,450
Total Conversion	27,800
Total Investment	\$58,825

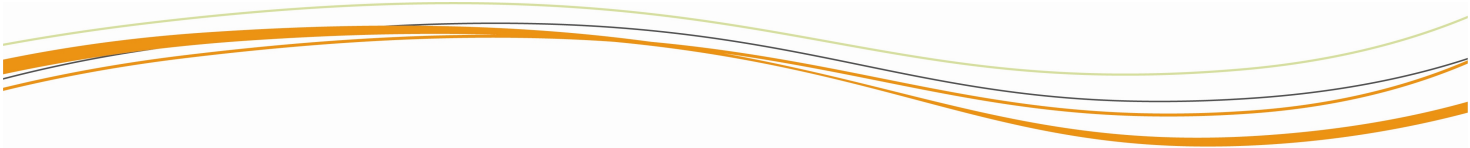
The total proposal price of \$58,825 is required with order.
Hosted Maintenance & Support will be \$3,250 per month for ten workstations.

I have read and agree to all terms & conditions proposed herein. I understand if the City of Moberly is unable to provide data to Caselle in the requested format, additional fees will apply.

Signature

Printed Name & Title

Date

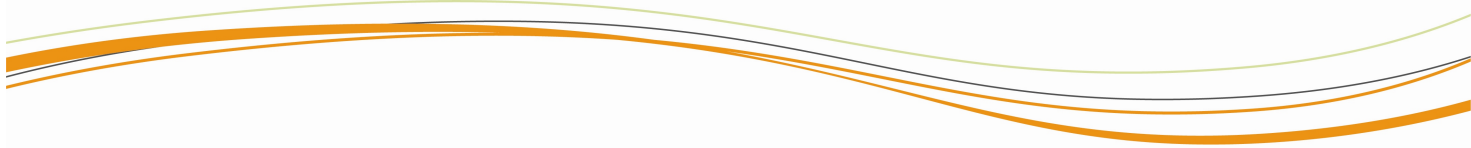


Caselle® Hosted Software & Services Proposal
 City of Moberly, MO
 May 7, 2020

WS #4.

Proposal Detail

<i>Caselle</i> ® Application Software	License Type	Training at Caselle	Setup	Conversion	Total
General Ledger	Hosted	\$2,250	\$700	\$2,000	\$4,950
Budgeting	Hosted	Included	-	-	-
Bank Reconciliation	Hosted	Included	-	1,000	1,000
miExcel GL	Hosted	Included	1,000	-	1,000
Accounts Payable	Hosted	550	500	2,000	3,050
AP Direct Pay	Hosted	Included	-	-	-
Accounts Receivable	Hosted	1,125	500	1,000	2,625
Check on Demand	Hosted	Included	250	-	250
Utility Management	Hosted	3,375	1,500	10,600	15,475
Utility Electronic Reading Interface	Hosted	Included	250	-	250
Utility Service Orders	Hosted	550	500	-	1,050
Online Mapping	Hosted	-	-	-	-
Utility Backflow Management	Hosted	750	1,500	300	2,550
miExcel UM	Hosted	Included	1,000	-	1,000
Cash Receipting	Hosted	550	500	-	1,050
Online/Electronic Payments	Hosted	500	2,250	-	2,750
Business License	Hosted	550	500	300	1,350
Project Accounting	Hosted	2,250	500	-	2,750
Caselle Document Management	Hosted	3,000	2,000	-	5,000
Community Development - Permitting	Hosted	1,125	1,000	10,600	12,725
Ten (10) Concurrent User Licenses	Included	-	-	-	Included
Grand Total	Hosted	\$16,575	\$14,450	\$27,800	\$58,825



General Information

In order to further define and clarify the various products and services offered in this proposal, the following notes will apply based on the software applications and/or services quoted:

Training

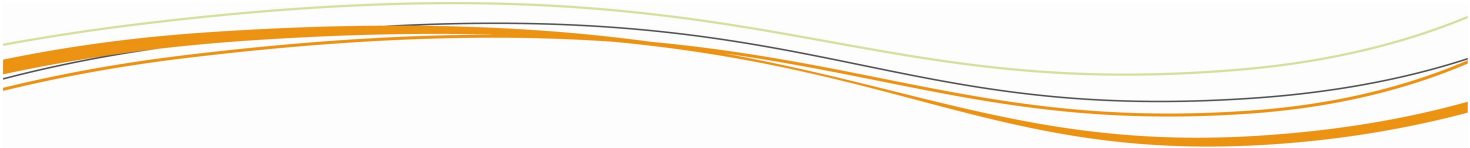
Unless otherwise quoted, training will take place at Caselle’s Education Center, located in Provo, Utah. Your staff will be trained on your data. Approximately one half of the training time will be spent reviewing and validating your converted data files. Some training may take place online. Training hours are from 8:30 a.m. to 4:30 p.m., Monday through Friday.

Xpress Bill Pay

Xpress Bill Pay is Caselle’s authorized online/electronic payment vendor. The monthly credit card and electronic payment transaction fees are billed separately by Xpress Bill Pay.

Caselle Document Management

The subscription based Caselle Document Management includes: Full Text Search, Encryption, Drag and Drop, Role-Based Security, Versioning, Document Retention, Audit Trail, OCR (10,000 pages/month), three (3) Concurrent User Licenses, three (3) Advanced Workflow Licenses and the Caselle Integration.

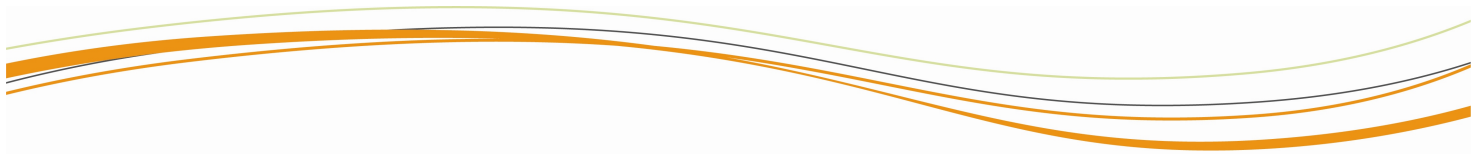


Caselle® Hosted Software & Services Proposal
 City of Moberly, MO
 May 7, 2020

WS #4.

Hosted Maintenance & Support Breakdown	Monthly
General Ledger, Budgeting, Bank Reconciliation	\$206
miExcel GL	38
Accounts Payable	206
AP Direct Pay	101
Accounts Receivable	206
Check on Demand	83
Utility Management	206
Utility Electronic Reading Interface	101
Utility Service Orders	101
Online Mapping	15
Utility Backflow Management	169
miExcel UM	56
Cash Receipting	169
Online/Electronic Payments	100
Business License	124
Project Accounting	169
Caselle Document Management	150
Community Development - Permitting	300
Ten (10) Concurrent User Licenses	750
Total	\$3,250

Note: A discount of 5% will apply if this is paid on an annual basis.



Implementation Services

Data conversion is an involved, sometimes complicated procedure that must be completed with a high level of accuracy and precision. To make this process run smoothly, Caselle requires your assistance in providing the required materials for preliminary data conversion, offering clarification as needed during the conversion process, and supplying updated materials for the final data conversion. ***Please read the following information carefully.***

Gathering Preliminary Data

Assemble the following information and send it to Caselle.

- Complete the **Information Worksheets** during each phase of the conversion.
- Provide **data to be converted**.
 - You may need to clarify the data, as needed, during the conversion process.
 - Caselle will not convert the prior period detail during data conversion unless optional history conversion is specified in the contract.
- Send **printed or PDF reports** to verify account balances at the time data is sent to Caselle for preliminary conversion and again for final data conversion.

Submitting Conversion Data

You will be provided a file layout for each application that will have data conversion. The file layout details the required and/or optional fields that Caselle will need to provide the conversion. The cost of conversion quoted in this proposal is based on your submission of the necessary data in the requested formats. If data cannot be supplied in this format, additional costs will be billed to get your existing data into the desired formats ready for conversion and could delay any proposed timeline. We may also need file layouts or descriptions of tables and where all of the necessary information is located within your existing data to complete the conversion.

Data Conversion Timeline

The timeline begins when the requested data and all required preliminary information has been received by Caselle. The timeline to complete an accurate data conversion can range from 120 – 180 days. This is dependent upon the condition of the data and the client's willingness to review the preliminary information for accuracy, including information requested in the discovery phase of the conversion.

Scheduling Training

Important! Training will only be scheduled after Caselle has completed the mock conversion and the customer has reviewed and approved the conversion.

After training is scheduled, a representative from the Implementation team will review the remaining steps to ensure a successful implementation, prior to going Live on Caselle.

Software Setup & Data Conversion

This section contains the items, per directory, that will be setup and converted in each module. Since estimating the exact quantity may be difficult, we will adjust the calculated conversion cost if the actual number of items converted is greater than or less than 25% of the original estimate.

Data conversion requires that data be submitted in the required format. It is the responsibility of the customer to provide data to Caselle. Conversion services to retrieve or modify your data to the required formats are available at an additional cost. These services will be billed at Caselle's current hourly rate and are not included in this proposal.

- General Ledger Setup**
- Set up the control table in the General Ledger and Account Masks with the appropriate segments for funds, departments, revenue sources, object codes, and other account classifications.
 - Modify the existing chart of accounts to utilize the advanced reporting features available with Caselle, if needed.
 - Format five standard financial statements:
 - Balance Sheet with Revenue/Expenditures compared to budget
 - Allocation Reconciliation
 - Income Statement (All Funds)
 - Balance Sheet (All Funds)
 - Fund Summary Income Statement

Note: Additional fees may be required to set up additional financial statements.

- Establish all necessary journals for interfaced subsystems to allow the subsystems to update transactions to the General Ledger.
- Create a custom Checklist to document your organization's daily, monthly, and fiscal year-end steps; as well as budget procedures.

Data Conversion

- The current year-to-date trial balance and budget will be entered and balanced to your existing system. Caselle will provide supporting reports that document the balance sheet accounts, revenues, and expenditure balance for auditing purposes. A trial balance period will be established and all periods from that period forward will contain detail transaction information, if provided.

1,000 accounts are included

Bank Reconciliation Data Conversion

- Bank reconciliation for the desired cash accounts with outstanding deposits and checks will be established. A bank reconciliation will be completed and balanced to cash for the appropriate beginning period.

2 bank accounts are included

Accounts Payable Setup

- Establish vendor defaults.
- Format one check form with requested stub detail.
- Create a Checklist to document Accounts Payable procedures, including the printing of 1099's.

Data Conversion

- Each vendor's information will be converted. This information includes the vendor name, street address, mailing address, remittance addresses, city, state, zip code, and 1099 status.
 - Exception: 1099 balances can be established, if provided.

1,000 vendors are included

AP Direct Pay Setup

- Set up header and batch information with the appropriate ACH/NACHA file information.
- Set up vendors with necessary routing and account numbers.
- Format one direct pay voucher.

Accounts Receivable Setup

- Set up the appropriate billing categories and penalty rates.
- Format standard reports for reporting and balancing of customer accounts.
- Format one of each of the following: statements, invoices, and delinquent notices.
- Create a Checklist to document Accounts Receivable procedures.
- Additional form layouts for statements, invoices, and delinquent notices will be billed at the rate of \$100 per form. Forms that have multiple pages will be billed \$100 for each additional page included in the form.

Data Conversion

- Each customer's account information will be converted. This information includes the customer's name, street address, mailing address, bill to information, city, state, and zip code.
- Customer balances will be converted.

500 accounts are included

Check on Demand Setup

- Format the check form.



Utility Management Setup

- Set up services, taxes, rate tables, and other fees for billing.
- Format one form for each of the following: utility bills, delinquent notices, and shut-off notices.
- Set up default reports for billing, meter proofing, and reviewing customer information.
- Create table lists to generate customer labels, reports for new connects, terminated customers with credit balances, and terminated customers with a zero balance.
- Create a Checklist to document daily, monthly, and billing procedures.
- Additional forms will be billed at the rate of \$100 per form. Forms that have multiple pages will be billed \$100 for each additional page included in the form.

Data Conversion

- Each customer's information will be entered and verified. This information depends on what is provided. Information will be converted as is and normally includes the customer number, name, service address, mailing address, city, state, zip code, telephone numbers, meter number, location, balances, and previous reads.
- All appropriate transactions for balancing the billing will be converted.
- Balancing totals, billing totals, receivable by service totals, if provided, will be balanced to the existing system using supporting reports.
- Caselle will provide reports of the converted data for auditing purposes.

5,300 meters or customers are included

Utility Electronic Reading Interface Setup

- Create the appropriate import/export formats and test with the interfaced meter reading equipment.

Service Orders Setup

- Set up the Service Order options (including user, department, and actions).
- Customize Service Order data entry screens.
- Format three Service Order form layouts.
- Set up the Utility Management interface.
- Additional form layouts will be billed at the rate of \$100 per form. Forms that have multiple pages will be billed \$100 for each additional page included in the form.

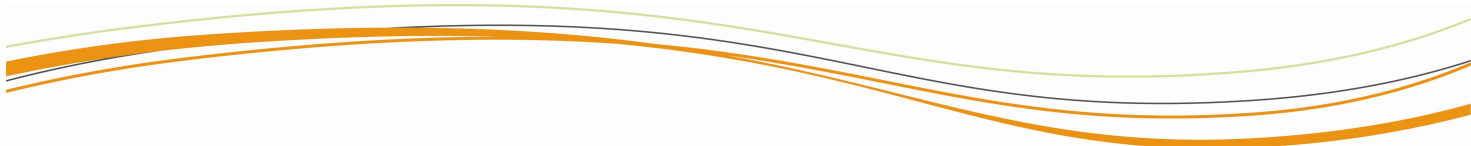
- Backflow Management Setup**
- Assembly types, approved assembly models, action codes, notification cycles, organization, testers, and a maximum of eight forms will be set up. Forms include:
 - Testers Certification Notice
 - Testing Renewal Notifications
 - Assembly Install Notifications
 - Assembly Failure Notices

- Data Conversion**
- All active backflow assemblies will be attached to the utility location table including all applicable information to start the tracking process.
100 assemblies are included
No historical assembly information will be included.

- Cash Receipting Setup**
- Set up the General Ledger accounts for bank deposits and standard receipting revenue.
 - Set up category and distribution codes.
 - Set up payment types, for example, check, cash, and credit card, and associated reports for balancing.
 - Create default reports to assist in daily operation.
 - Create a Checklist to document procedures for daily cash receipting transactions, updates, and posting of receipts.

- Online/Electronic Payments Setup**
- Set up Online and Electronic Payment Processing (credit cards, electronic funds transfer, and online bank bill pay consolidation).
 - Set up Utility Direct Pay.
 - Set up Xpress Bill Pay, Caselle’s authorized electronic payment vendor, including online bill presentation, online bill history, automatic recurring payments, and payment wallets with full integration to Cash Receipting.

- Business License Setup**
- Format one form layout for each of the following: business license, renewal letter, delinquent notice, and application.
 - Set up billing rates, billing frequencies, license types, and business activities.
 - Additional forms or licenses will be billed at the rate of \$100 per form. Forms that have multiple pages will be billed \$100 for each additional page included in the form.



Data Conversion

- All applicable business information and account balances will be converted.
- Business information includes the owner, manager, license type, and business codes, if provided.
- All standard reports will be set up.

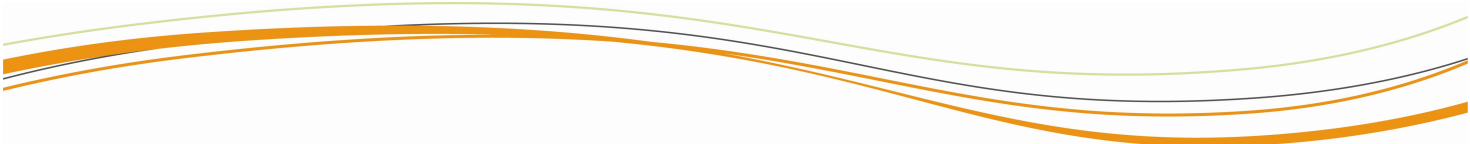
150 businesses are included

Project Accounting Setup

- Set up organization settings and all system defaults.
- Determine job number mask with segments and values for all projects.
- Determine and set up General Ledger accounts for WIP, depreciation, accumulated depreciation, and clearing accounts for labor and purchases.
- Interface all applicable Caselle applications.
- Set up the Crew Rate, Departments, and Jobs for creation, approval, and completion procedures.

Community Development Setup

- Setup services will assist customers in initial software configuration such as codes, rates, permit types, fees, etc. A representative will provide consulting and software setup via telephone and email prior to product shipping. All parcel data and current owner information will be entered when submitted in the requested format. Property Parcel Data does not include data export from any other system or custom conversion. Property information will need to be entered into the Caselle Load Table by the customer.
- If customer completes the Caselle Load Tables for Property and Owner, Contractor and open Permits, there will be no conversion charges.
- If Caselle Load Tables are not used and data is submitted in another format, there will be a \$2.00 charge per property, contractor, open permit record, and historical record in addition to the setup fee.



Data Conversion

- All property and owner parcel data will be entered when submitted in the requested format.
- All Open Permits will be entered when submitted in the requested format.
- Contractor information will be entered when submitted in the requested format.
- If historical data needs to be converted, data will be loaded into a Caselle Archive History Table as read only and can be exported or viewed in Property Inquiry and Table List reports. Historical data from existing system will not be converted as Caselle transactions.
- Caselle Load Tables will need to be populated by the customer.
- All needed forms will be billed at the rate of \$100 per form. Forms that have multiple pages will be billed \$100 for each additional page included in the form.

5,300 properties are included

HISTORICAL CONVERSION IS AVAILABLE ON A PER-BID BASIS AND IS NOT INCLUDED IN THIS QUOTE.

History conversion is conditional upon the data being provided into the DATA LOAD TABLES. With conversion of history the customer is responsible to provide supporting reports for any historical data to be used to verify the accuracy of the conversion of historical data. **Additional costs will apply if third party resources are required.**

History conversions can be completed, however all history that is converted is unique and it does not look like it was generated in Caselle. It will not have linking records for normal Inquiry functions and reports that are normally generated in Caselle. *All of these considerations are discussed with you as well as reasonable expectations, depending upon the accuracy of the data provided in the Load Tables.* **Every effort is made for the history to be accurate and useful, but there are limitations.** Costs quoted below are negotiable once we understand the true scope of the project and if data can be provided as requested above.

General Ledger History Conversion

Includes the Annual Budget for each year specified and individual transaction amounts for each year of history. Transactions are not separated into appropriate journals within Caselle subsystems. Normally, system year-end calculations are not handled the same in Caselle as existing legacy systems and require time and effort to analyze for accuracy. If individual transactions are too large or not available, the period amount for each General Ledger Account will be converted. Bank reconciliation's will not be completed for previous periods.

Three Years — \$1,500

Ten Years — \$10,000

Accounts Payable History Conversion

Vendor information is current. Historical remittance information will not be converted. Individual invoices and checks presented in the load tables tied to each other are able to be converted. If invoices are reflected as 1099, the vendor type information will be converted. Open or unpaid invoice balances will not be verified at year end.

1099 vendor information, if provided, will be balanced to YTD amount at time of “Go Live” with YTD balances. Purchases and Requisition history will not be converted.

Three Years — \$1,500
Ten Years — \$7,500

Utility Billing History Conversion

Current active customer information is converted. Normally only inactive or final billed accounts with balances are recommended to keep in the system. Too many zero balance accounts may cause system performance issues. Service location information is converted for active accounts. Historical information for service address, account changes, service orders or meter changes will not be converted.

Meter information includes readings and usage for the specified number of periods. Meter change outs from property to property are not converted.

If transactions are identifiable and provided in the load tables, billings, adjustments and payments will be converted. If payment allocation detail is not available, payments will be allocated between the billed services based upon an order of allocation specified by the customer or applied to first service. Routines within Caselle will be used to balance or apply payments and credits. (These allocations may not match the original allocation when the payment was made.) Historical conversions require a previous balance transaction to be calculated to bring account into appropriate aged balance and will be in the history of the account.

Three Years — \$2,000
Ten Years — \$10,000

History for other utility related applications such as Service Orders is not provided.

