



Date 2/20/2013

Samantha Bullock
Billing Manager – City of Crossville
Crossville TN

Dear Samantha,

Your contract with Municipal Code for printing and mailing of City of Crossville utility statements is coming up for renewal on 4/14/2013. Per the terms of the agreement outline on page 11 of the contract, our agreement will auto-renew on a year to year basis should you desire. As a second option, I can also offer you an opportunity to renew your contract under the same terms as the original agreement for another 3 years with additional yearly renewal options. As you know, there is a price adjustment section on page 5 under the compensation paragraph in our contract today. While our costs over the past 3 years have increased, we know budgets are tight and have elected to hold your original pricing through the past 3 years. Should you chose to opt for the 3 year option, I am pleased to offer you an extension of your current pricing through the next 3 years. I also want to point out the 30 day out clause will also stay in place so if at any time you are unsatisfied with our services you may cancel them with your written notice.

We have enjoyed working with you and your staff over the last 3 years and look forward to contining our relationship providing your city world class services.

I have included a copy of our existing agreement for your reference. If extension of the agreement is acceptable, please sign the clause below and return one signed copy to us.

We appreciate every opportunity to be of service to and trust that the extension of contract will be approved. Please feel free to contact us whenever we may be of assistance.

Sincerely,

General Manager
MCCadvantage –Municipal Code

Extension of the Printing and Mailing Service agreement through March 14, 2016, approved this ____ day of _____, 2013.

By: _____

Title: _____



March 19th, 2010

Sally Oglesby
City Clerk
City of Crossville
99 Municipal Avenue
Crossville, TN 38555

Dear Sally,

Thank you for your interest in **Municipal Code Corporation (MCC)** and the MuniBill\$ services we provide to local governments. MCC understands your community has unique needs and we offer a variety of services to meet those needs. We are pleased to provide the attached proposal for your billing requirements.

ABOUT MCCadvantage MCCadvantage, a division of MCC, specializes in providing local governments with high-quality, leading-edge statement processing and bill presentment services. We offer a wide variety of statement output options to ensure your customers receive the type of statement that is right for them. MCC's approach to statement processing sets the standard in the industry.

WHY USE MCC? MCC is family owned and operated and focuses on providing the highest possible level of professionalism and customer service. The following distinguishes MCC as the best:

- # **TRUST** - Municipal Code Corporation (MCC) has more than 55 years of experience focused solely on providing services to local government. MCC has over 3,000 city and county customers in 49 states.
- # **CUSTOM-DEVELOPED SOLUTIONS** - Our statements are easy to read and understand. We work directly with your staff to insure your statements are exactly the way you and your customers want them. Our staff has over 28 years of billing experience.
- # **FAST TURNAROUND** - We know how important your revenue stream is. Statements normally reach the USPS within one business day of our receipt of your data file. We work closely with the USPS to insure speedy delivery to your customers.
- # **QUALITY** - Our "Advantage 10" quality process insures quality and integrity on each and every statement that leaves our door. MCC's cutting-edge printing technology produces some of the best print quality in the industry.
- # **IN-HOUSE CREATIVE SERVICES** - MCC has been in the publishing business for over 55 years, and has kept up with the evolution of technologies to the benefit of our customers. We have a creative team of talented graphic artists to help you create statement inserts, newsletters or any other important customer communications.
- # **DISASTER RECOVERY** - All data sent to MCC is saved, archived and available at your request in the event of a natural disaster. Additionally, MCC's disaster plan is thorough and tested; a copy is available on request.

- ✦ PAYMENT OPTIONS TO FIT YOUR CUSTOMER'S LIFESTYLES - If you are interested in return payment options, please contact us for further information.
- ✦ SAFE AND SECURE - You can be assured your customer's information is safe and secure from prying eyes. At MCC we take no risks and employ all necessary measures to insure your data is always protected.

If you have any questions or desire additional information, please call me anytime. I would also be happy to schedule a conference call with all interested parties, or meet with you personally.

Sincerely,

J Scott Molenburg
General Manger - MCCa
MCCadvantage
a division of Municipal Code Corporation

850 - 701 - 0718

850 - 576 - 3171 - 417

PROFESSIONAL SERVICES PROPOSAL FOR BILLING SERVICES

EXECUTIVE SUMMARY

MCCadvantage, a division of MCC will provide you and your customers the highest possible level of service. Our corporate goal is to focus on the details of each customer's needs. MCCadvantage team members are creative, good communicators, ask questions and leverage their experience to solve problems. The company was founded in 1951 and offers services to local governments nationwide. While MCCadvantage is a relatively new division, MCC has more than 55 years of service to local governments. The MuniBill\$ service takes advantage of MCC's skill, equipment and technology to offer you the most efficient and affordable services available. We work hard to maintain the high level of service and integrity our Clients have come to expect in all our services.

Customer Service/Sales Approach

Our focus on service begins with our sales approach. We listen carefully to your concerns and address each issue individually. Our response time to inquiries is normally a couple of minutes via e-mail (constantly monitored) or within the half-hour for phone communication. Customers frequently send notes and emails reminding us how rare this level of service is. But at MCC we make it a priority. MCC is a family-owned, medium-sized business, which means our clients receive a level of personal service unparalleled in the industry. Our size also allows us to provide technological resources smaller firms can't offer. Our most valuable assets are our customers and our reputation. We earn our reputation by offering helpful suggestions and solutions for your unique situation.

Employee Focus

MCC is a privately owned Corporation. We are financially sound, having been in business for more than 55 years. MCC's President and Board of Directors are focused on improving MCC through investments in people, technology and facilities. MCC has recently refurbished many offices and has a Health and Fitness Gym with showers, Laundromat, and a walking trail through our 10-acre campus. MCC also provides employees a Quarterly Production Reward system based on the profits of the company. Through this incentive, our employees feel an ownership in the company.

SCOPE OF WORK

MUNICIPAL CODE CORPORATION, a corporation duly organized and existing under the laws of the State of Florida, hereinafter referred to as MCC, hereby offers to perform billing services for **CITY OF CROSSVILLE UTILITIES** hereinafter referred to as Client.

MCCadvantage, a division of MCC, agrees to provide Client "MuniBill\$" services defined herein and at pricing contained in Schedule 1.0. The Client agrees that MCCadvantage shall be its exclusive provider of these goods and services during the term of this agreement.

COMPENSATION – In full and complete compensation for all goods and services provided by MCCadvantage hereunder, Client agrees to pay MCCadvantage according to the rates set forth in Schedule 1.0. Prices quoted in Schedule 1.0 are based upon specifications provided by the Client. If there is a change in specifications or instructions to the original quotation, the work performed will be billed at an adjusted rate agreed to by Client. MCCadvantage will provide to Client an invoice after each production run consisting of all fees, as outlined in Schedule 1.0, including a summary of postage used. A monthly late payment charge may be assessed on statements not paid within thirty (30) days. The price for materials may be re-evaluated at the annual anniversary date of the effective date of the contract, taking into account any fluctuations in the price of paper and supplies. Any price increase will be supported by supplier documentation and provided to the City for review. In no event may any increase be greater than the actual increases in the cost of materials.

POSTAGE – MCCadvantage will require that the Client maintain a permanent postage deposit in connection with this agreement. Client shall deposit in advance with MCCadvantage the initial sum specified in Schedule 2.0 as the permanent postage deposit. The amount of this deposit is based on expected volumes and postage rates and is subject to change based on changes to the volume and prices defined in Schedule 2.0, or customer payment history. All mail pieces are sent at the lowest possible postage qualifying rate taking full advantage of automated USPS discounts. Client will be notified in writing in advance if a change in the amount of the deposit is necessary. Upon termination of the Agreement, MCCadvantage shall return the deposit amounts to Client after payment of all services and postage. If client fails to maintain the deposit at the prescribed levels, or if client fails to maintain current status of all invoices as described in the "Compensation" section, MCCadvantage may suspend its performance under this agreement and hold customers statements/bills (at MCCadvantage discretion) until the deposit is received. The outgoing statements/bills will leave MCCadvantage utilizing the MCC postage permit for USPS postage payment.

FORCE MAJEURE – Neither party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond reasonable control of such party, including, without limitation: fire, explosion, power failure, flood, earthquake, hurricane or other act of God, civil commotion, terrorism, or acts of public enemies; any law, order, regulation, ordinance, or requirement of any government or legal body or any representative of any such government or legal body; or labor unrest, including without limitation, strikes, slowdowns, picketing or boycotts. In such event, the party affected shall be excused from such performance (other than any obligation to pay money) on a day-to-day basis to the extent of such interference. The other party shall, likewise, be excused from performance of its obligations on a day-to-day basis to the extent such party's obligations relate to the performance so interfered.

CONFIDENTIALITY – MCCadvantage agrees that any and all data, reports and documentation supplied by Client or its affiliates or third parties on Client's behalf, which are confidential and which are clearly designated as confidential, shall be subject only to the disclosure requirement for the performance of MCCadvantage's obligations hereunder, and will be held in strict confidence and shall not be disclosed or otherwise disseminated by MCCadvantage without the written consent of Client.

LIMITATION OF LIABILITY – The parties hereto agree that this agreement is only for the production of goods and services. MCCadvantage shall be liable only to the extent of re-mailing a correction or

corrected job as soon as possible to rectify the mistake. Breach of contract damages shall be limited to the value of the work performed. In the event of a breach of the terms of this agreement, MCCadvantage shall not be liable for loss of business, incidental or consequential damages, or costs in excess of billing for services related to the specific job. MCCadvantage is not liable for incidental or consequential damages, including revenue, even if MCCadvantage has been advised of the possibility of such loss or damage.

PERFORMANCE – MCCadvantage shall handle the laser printing and mailing of the Client's bills. Expected volumes are defined in schedule 1.0. MCCadvantage will receive data for the billing from the Client multiple times per month. MCCadvantage will receive data in a format mutually determined by both MCCadvantage and the Client. Data compression is allowed as mutually agreed to by MCCadvantage and Client. MCCadvantage shall simplex (one side) laser print the data on pre-printed forms as described in schedule 1.0. If required, MCCadvantage shall set up the form and program to include scan lines for intelligent inserting. The Client will then provide the matching criteria for such intelligent programming.

INSERTS - Client may request that inserts be included with mailings. The Client has the option of either providing the inserts or contracting with MCCadvantage Creative Services to provide inserts. Inserts provided by the Client are required to meet MCCadvantage's inserting equipment specifications. (A MCCadvantage specification sheet is available upon request.) Inserts provided by Client normally must arrive no earlier than two (2) weeks in advance of the first required mailing and no later than three (3) days before the first mailing day. Upon arrival, inserts are "Quality" checked to insure they meet specifications. At Client's request and MCCadvantage's approval, MCCadvantage may attempt to use inserts not meeting minimal specifications. However, additional costs may be assessed and/or mailings may be delayed. It is MCCadvantage's policy to ALWAYS work with the Client through issues that may arise and do what's best for the Client and their customer. Any unused inserts will be destroyed or returned at Client's request (shipping charges apply).

CLIENT RESPONSIBILITY - The Client agrees to:

- Transmit data files to MCCadvantage's FTP site in the method agreed upon according to the provided schedule.
- Ensure postage funds are available per specifications provided in "Scope of Work".
- Quality check data files in advance of sending to MCCadvantage.
- Provide camera ready artwork for graphics.
- Pay MCCadvantage for services billed (Net 30).
- Provide MCCadvantage insert specifications to Client's insert vendors (if other than MCCadvantage).
- Provide an explanation of billing record layout or mapping document to MCCadvantage.
- Meet USPS "NCOA" and "Move Update" requirements (unless done through MCCadvantage). If done through MCCadvantage, client agrees to update their records with matches per USPS requirements.
- Review and approve design of billing statements.
- Pay applicable state or sales tax.
- Pay for any unused forms of as a result of a format change or contract modification.
- Client is encouraged to QC billing statement content using PDF images during each mailing to insure statement quality.
- Client is required to sign off on parallel testing once completed to insure statements meet Client expectations.
- Client is required to sign off on "deployment" normally after the first month's mailings. The deployment period may be extended with mutual agreement from Client and MCCadvantage. At the conclusion of the deployment period, changes will be billed at Technical Services rates in accordance with Schedule 1.
- Client must approve billing statement layout at least 3 (three) weeks prior to deployment date. If not, an additional surcharge on the initial order of preprinted forms may apply.

MuniBill\$ QUOTATION SHEET FOR City of Crossville Utilities

Schedule 1.0 – Fees for Goods & Services

| | | |
|--|---------|---|
| Custom Paper Bill <ul style="list-style-type: none"> • Data processing & Simplex printing • Single 8½x11 document with 3½" perforated return, white, long-grain 24 lb bond paper stock, • #10 windowed envelope, white, 20 lb • Folding, inserting and delivery to USPS • CASS/PAVE certification of customer mailing list • Price does not include postage • Two color highlight (includes black print) • Address error reporting • Variable formatting of statements • Selective insert of inserts • Householding | | <i>Front + Back</i> |
| <ul style="list-style-type: none"> • Minimum monthly statement volumes of 10,000 or greater | \$.13 | Per bill |
| <ul style="list-style-type: none"> • Minimum monthly statement volumes of < 10,000 | \$.14 | Per bill |
| Selectively included with your paper bill | | |
| <ul style="list-style-type: none"> • #9 single windowed reply envelope, white, 20 lb | \$.01 | Per bill |
| Initial programming and set-up. (Includes consultation on statement design) | N/C | One time |
| Optional: Market message on the statement (setup if required) | \$ 25 | Per message |
| Optional: Subsequent pages to statement | \$.04 | Per page |
| Optional: Technical Services (Including programming & insert composition if needed) | \$125 | Per hour |
| Optional: Additional copies of statements or rework | \$.50 | Each |
| Optional: Additional Inserts - (Does not include printing or design of insert) | .01 | Each |
| Optional: CD/DVD archiving of billing data | \$25 | Flat rate for CD/DVD creation and \$.01 per record per cycle |
| Freight, courier, shipping, etc. for items shipped at customer request. | Cost | Per Request |
| Optional: MCCadvantage Disaster Protection – 3 Years | N/C | Included |
| Optional: MuniBill E – Paperless emailing of statements to customers | \$.125 | Per Bill |
| Optional: MuniBill PDF (includes processing & creation) 3 months online | N/C | Included |
| Optional: Statement Optimal Design Review & Consulting | N/C | Included |
| Optional: USPS NCOA (Endorsement) | N/C | Included |
| Optional: Late notices, final bills and cancellation notice (1-color black) | \$.15 | Each |
| Optional: MuniView – Secure online viewing of statements (3 months available) | \$.005 | Per record |
| Optional: MuniForwarding - NCOA forwarding of statements | \$.015 | Per record |
| Optional: Inserts for statements are printed on MCC's site. Pricing available based on requested insert. Client may elect to purchase MCC inserts or elect to have them printed on shipped to MCC meeting inserting specifications. | | Available upon request |

Schedule 2.0 – Permanent Postage Deposit

| | | |
|---|-----------------|--|
| Permanent Postage Deposit - Estimated volumes 10,000 X .357 (All automated statements are manifested for tracking) | Est. Rate .357* | |
|---|-----------------|--|

*** All statements are mailed at the lowest possible qualifying postage rate (.335 is current 5 digit rate)**

Schedule 3.0 – MCCadvantage Guarantee

MCCadvantage will deliver client bills/statements to USPS within an average of one (1) business day after applicable determination date. Determination date is based on timely delivery of customer data file to MCCadvantage at the agreed upon delivery dates and times. Files received before noon, are normally delivered to the USPS same day or next business day. MCCadvantage works closely with the USPS insuring timely delivery of statements taking advantage of USPS delivery efficiencies.

ADDITIONAL SERVICES

MCC and MCCadvantage can provide additional services/products under this contact. Any of the following services may be purchased pursuant to this contract.

Document Imaging and Records Management Software (Laserfiche) - MCCi offers Laserfiche (LF) Software and related services which provides a records repository allowing storage, retrieval and imaging of all documents. Capabilities include an intuitive browse window, index cards, full-text indexing, keyword template search, fuzzy word search, and virtually unlimited folders, giving users access to any document instantly.

Document Scanning Services (MuniScan) - MCCi offers scanning, indexing and integration of hard copy documents with Laserfiche Software to provide the Client with the most powerful index retrieval search engine available with the following features: intuitive browse window, index cards, and fuzzy logic.

Process Management Software (MuniTrackIt) - MCCi offers the MuniTrackIt Software (developed by Brandt Information Services, Inc.) which is a web based solution designed specifically for Government organizations. MuniTrackIt will save time and money by streamlining business processes.

Code Supplementation and Codification Services (MuniCode) - Municipal Code Corporation offers supplementation of existing Codes, Codification of Ordinances and Recodification of existing Codes. Our optional services include legal review, republishing, editorial and index work and electronic options (CD, Internet).

Creative Services - MCCadvantage can provide design and printing services of inserts. We have a creative team of talented graphic artists to help you quickly create statement inserts, newsletters or any other important customer communications at competitive rates.

Electronic Agenda Management (MuniAgenda) - MCCi offers MuniAgenda Software and related services which provides electronic automation and creation of Agendas

This proposal shall be valid for a period of ninety (90) days from the date appearing on the signature page of this proposal unless signed and authorized by MCC and the Client.

Term of Agreement This agreement shall begin upon execution by the parties hereto and continue for a period of 3 years with additional 1 year renewals with the agreement of both parties. This contract may be canceled with a 30 day written notice. Client will be responsible for unused paper stock if canceled for any reason other than MCC performance. This contract will auto-renew without notice.

Submitted by:

MUNICIPAL CODE CORPORATION ADVANTAGE
a division of Municipal Code Corporation

MCC Vice President: [Signature]
Witness: [Signature]
Date: 3/26/2010

Accepted by:

City of Crossville Utilities

By: Fred C Houston
Title: Fin. Director
Witness: Samantha D Bullock
Date: 4/14/10